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Superior Court of California
County of Los Angeles

05/20/2025

David W. Stryba, Executive Officer / Clerk of Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CRISTAL CEDANO PARRA, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

SCHOOLS IN ACTION, a California
corporation; ARTS IN ACTION
COMMUNITY CHARTER SCHOOLS, an
unknown business entity; ARTS IN ACTION
CHARTER SCHOOLS, an unknown business
entity; and DOES 1 through 10, inclusive,

Defendants

Case No.: 22STCV31081

[Hon. David S. Cunningham III, Dept. 11]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF MARIANO AGUIRRE JR.'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed with Plaintiff Cristal Cedano Parra's
Notice of Motion and Motion for Preliminary
Approval, Declaration of Kane Moon, and
Declaration of Plaintiff Cristal Cedano Parra]*

PRELIMINARY APPROVAL HEARING:

Date: May 20, 2025

Time: 9:00 a.m.

Dept.: 11

Complaint filed: September 22, 2022

Trial date: Not set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class Action and
2 PAGA Settlement (“Motion”) of plaintiff Cristal Cedano Parra (“Plaintiff”). Having reviewed the
3 Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff, and Class Action and
4 PAGA Settlement Agreement and Class Notice (“Settlement,” or “Settlement Agreement”) between
5 Plaintiff and defendant Schools in Action dba Arts in Action Community Middle School and Arts in
6 Action Community Charter School (“Defendant”), and good cause appearing, **THE COURT**
7 **HEREBY ORDERS AS FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement as **Exhibit 1**,
10 appears to meet the requirements for preliminary approval under California Code of Civil Procedure
11 section 382 because it appears to be fair, adequate, and reasonable. The Settlement appears to be fair,
12 adequate, and reasonable because it is the result of good faith, non-collusive negotiations between
13 Plaintiff and Defendant (together, the “Parties”), as well as significant discovery and analysis, which
14 enabled the Parties to intelligently evaluate, litigate, and mediate the allegations. The Settlement also
15 appears to be fair, adequate, and reasonable because it obviates the need for further litigation, including
16 litigation related to class certification, liability, and damages issues; and the substantial costs, delay,
17 and risks associated with such litigation.

18 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
19 \$232,500.00 and that the Gross Settlement Amount will be used to pay all payments contemplated by
20 the Settlement without exception, including, the Individual Class Payments to Participating Class
21 Members; the PAGA Penalties in the amount of \$20,000.00, with seventy-five percent (75%), or
22 \$15,000.00 to the LWDA (the “LWDA PAGA Payment”), and twenty-five percent (25%), or
23 \$5,000.00 to the Aggrieved Employees (“Individual PAGA Payments”); the Class Counsel Litigation
24 Expenses Payment in an amount not to exceed \$25,000.00; the Class Counsel Fees Payment in an
25 amount not to exceed one-third of the Gross Settlement Amount, or \$77,500.00; the Class
26 Representative Service Payment in an amount not to exceed \$7,500.00; and the Administration
27 Expenses Payment in an amount not to exceed \$9,000.00. (Settlement, ¶¶ 3.1-.2.) These terms appear
28 to fall within the range of reasonableness of a settlement which could ultimately be granted final

1 approval by this Court.

2 3. The Class includes all persons employed by Defendant in California and classified
3 as a non-exempt, hourly-paid employee who worked for Defendant during the period from
4 September 22, 2018 through November 26, 2024. (Settlement, ¶¶ 1.5, 1.12.) The Class is
5 provisionally certified for settlement purposes only because it appears to meet the requirements for
6 certification under California Code of Civil Procedure section 382. In particular, (1) the Class is
7 ascertainable and so numerous that joinder is impractical; (2) the Class shares common questions of
8 law and fact, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims
9 of the Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
10 Class; and (5) a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy. The Court notes that Class Members who do not request exclusion
12 from the Settlement may object thereto and raise their objections at the Final Approval Hearing on the
13 Settlement.

14 4. Aggrieved Employees includes all persons employed by the Defendant in California
15 and classified as a non-exempt, hourly-paid employee who worked for Defendant during the
16 period from September 22, 2021 through November 26, 2024. (Settlement, ¶¶ 1.4, 1.31.) The
17 Aggrieved Employees are provisionally approved for settlement purposes only.

18 5. Effective on the date when Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
21 Parties as follows (Settlement, ¶ 5.):

22 a. "Released Parties" means: Defendant and each of its former and present
23 directors, officers, shareholders, owners, members, attorneys, insurers,
24 predecessors, successors, assigns, subsidiaries, and affiliates. (Settlement, ¶,
25 1.41.).

26 b. Plaintiff's Release. Plaintiff and her respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns
28 generally, release and discharge Released Parties from all claims, transactions,

1 or occurrences that occurred during the Class Period, including, but not limited
2 to: (a) all claims that were, or reasonably could have been, alleged, based on the
3 facts contained, in the Operative Complaint and (b) all PAGA claims that were,
4 or reasonably could have been, alleged based on facts contained in the
5 Operative Complaint, Plaintiff's PAGA Notice. ("Plaintiff's Release.")
6 Plaintiff's Release does not extend to any claims or actions to enforce this
7 Agreement, or to any claims for vested benefits, unemployment benefits,
8 disability benefits, social security benefits, workers' compensation benefits that
9 arose at any time, or based on occurrences outside the Class Period. Plaintiff
10 acknowledges that Plaintiff may discover facts or law different from, or in
11 addition to, the facts or law that Plaintiff now knows or believes to be true but
12 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
13 respects, notwithstanding such different or additional facts or Plaintiff's
14 discovery of them. (Settlement, ¶ 5.1.)

15 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
17 the provisions, rights, and benefits, if any, of section 1542 of the California
18 Civil Code, which reads: A general release does not extend to claims that the
19 creditor or releasing party does not know or suspect to exist in his or her
20 favor at the time of executing the release, and that if known by him or her
21 would have materially affected his or her settlement with the debtor or
22 Released Party. (Settlement, ¶ 5.1.1.)

23 c. Release by Participating Class Members Who Are Not Aggrieved Employees: All
24 Participating Class Members, on behalf of themselves and their respective former
25 and present representatives, agents, attorneys, heirs, administrators, successors, and
26 assigns, release Released Parties from all claims that were alleged, or reasonably
27 could have been alleged, based on the Class Period facts stated in the Operative
28 Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class

Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (Settlement, ¶ 5.2.)

- d. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. (Settlement, ¶ 5.3.)

6. For settlement purposes only, the Notice Packet to be sent to Class Members, as to form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Notice Packet to Class Members satisfies Due Process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice is attached to the Settlement as **Exhibit A**.

7. The Class Representative appointed for this matter is Plaintiff Cristal Cedano Parra. The Class Representative Service Payment, which is not to exceed \$7,500.00, is preliminarily approved. (Settlement, ¶ 3.2.1.)

8. Class Counsel appointed for this matter is Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, P.C. The Class Counsel Fees Payment, which is not to exceed one-third of the Gross Settlement Amount (\$77,500.00), and Class Counsel Litigation Expenses Payment, which is not to exceed \$25,000.00, are preliminarily approved. (Settlement, ¶ 3.2.2.)

9. The Administrator appointed for this matter is ILYM Group, Inc. The Administration Expenses Payment, which is not to exceed \$9,000.00, is preliminarily approved. (Settlement, ¶ 3.2.3.)

10. A Final Approval Hearing on the question of whether the Settlement terms, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class

Representative Service Payment, should be finally approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within fifteen (15) calendar days after Preliminary Approval
Administrator to mail the Notice Packets by First Class Mail	Within fourteen (14) calendar days after the Administrator receives the Class Data
Response Deadline	Sixty (60) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Approval Hearing
Final Approval Hearing	<u>U&J à^!FH</u> , 2025 at FILED in Department 11 of the Los Angeles County Superior Court

11. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

12. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

13. Pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

14. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

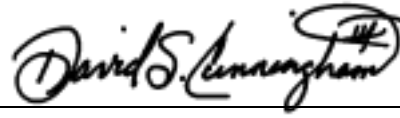
15. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

16. The obligations set forth in the Settlement are deemed part of this Order. The Parties

1 are to carry out the Settlement in accordance with its terms.

2 **IT IS SO ORDERED.**

3
4 DATE: 05/20/2025

A handwritten signature in black ink, reading "David S. Cunningham III". The signature is written in a cursive, flowing style. The "D" is large and loops around the "S". The "Cunningham" is written in a similar cursive style, and "III" is written at the end.

Honorable David S. Cunningham III
Judge of the Los Angeles County Superior Court