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

VICTOR WARDELL-PAVLOVICH,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

EASTGATE PETROLEUM, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 21STCV14945

[Honorable Carolyn B. Kuhl,
Department 12]

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

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class and PAGA Action Settlement,
Declaration of Kane Moon, Declaration of
Plaintiff Victor Wardell-Pavlovich, and
Declaration of Lisa Mullins]*

Complaint Filed: April 20, 2021
Trial Date: Not Set

PRELIMINARY APPROVAL HEARING

Date: January 24, 2024
Time: 10:30 a.m.
Dept: 12

FILED
Superior Court of California
County of Los Angeles

03/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and
2 PAGA Action Settlement (“Motion”) of Plaintiff Victor Wardell-Pavlovich (“Plaintiff”).
3 Having reviewed the Notice of Motion, Motion, the Declaration of Kane Moon, the
4 Declaration of Plaintiff Victor Wardell-Pavlovich, the Declaration of Lisa Mullins, and the
5 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”), and good
6 cause appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

7 1. The Settlement, which is attached as Exhibit 1 to the Declaration of Kane Moon
8 in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action
9 Settlement, appears to be fair, adequate and reasonable, and therefore, meets the requirements
10 for preliminary approval. In particular, the Settlement appears to be fair and reasonable in
11 light of the good faith, non-collusive negotiations between Plaintiff and Defendant Eastgate
12 Petroleum, LLC (together, the “Parties”), which resulted in the Settlement; the significant
13 informal discovery, investigation, and analysis conducted by the Parties, which enabled them
14 to intelligently evaluate, litigate and mediate the alleged claims; the probable outcome of
15 further litigation relating to class certification, liability and damages issues; the substantial
16 costs, delay and risks of further litigation relating to the same; and the risk of potential appeal.

17 2. The Settlement provides that Defendant will pay a Gross Settlement Amount of
18 \$475,000.00, which will be used to pay the Individual Class Payments to Participating Class
19 Members; PAGA Penalties in the amount of \$25,000.00, with 75% (\$18,750.00) allocated to
20 the LWDA PAGA Payment, and 25% (\$6,250.00) allocated to the Individual PAGA
21 Payments; the Class Counsel Fees Payment, which is not to exceed one third of the Gross
22 Settlement Amount, or \$158,333.33; the Class Counsel Litigation Expenses Payment, which is
23 not to exceed \$18,000.00; the Class Representative Service Payment, which is not to exceed
24 \$7,500.00; and the Administration Expenses Payment, which is not to exceed \$7,500.00.
25 These terms appear to contain the requisite criteria for preliminary approval, pursuant to
26 *California Code of Civil Procedure* section 382 and other applicable law. Further, these terms
27 appear to fall within the range of reasonableness of a settlement which could ultimately be
28 granted final approval by this Court.

1 3. The Class, which includes all current or former non-exempt persons employed
2 by Defendant in California who do not opt out of the Settlement in the period from April 20,
3 2017 through ~~(a) the date the Court grants preliminary approval of the Settlement, or (b) a~~
4 ~~date prior of Defendant's choosing as set forth in the Settlement, is provisionally certified for~~
5 ~~settlement purposes only.~~ The Class is provisionally certified because it appears to meet the
6 following requirements for certification under *California Code of Civil Procedure* section
7 382: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and
8 fact that are common, or of general interest, to all Class Members which predominate over
9 individual issues; (3) Plaintiff's claims are typical of the claims of the Participating Class
10 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
11 Class Members; and (5) a class action is superior to other available methods for the fair and
12 efficient adjudication of the controversy. The Court notes that Class Members who do not
13 request exclusion from the Settlement may object thereto and may raise their objections at the
14 Final Fairness Hearing on the Settlement.

15 4. The Allegedly Aggrieved Employees, which include all employees in the Class
16 employed by Defendant in the State of California at any time during the period from April 15,
17 2020 to the date when the Class Period ends are provisionally approved for settlement
18 purposes only.

19 5. The Class Representative, Participating Class Members, and Allegedly Aggrieved
20 Employees, regardless of whether he or she is a Participating Class Member, will release claims
21 in accordance with the terms of the Settlement upon final approval by the Court of this
22 Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as
23 to such rights or claims as may be created by this Settlement. With the exception of the Class
24 Representative, who will be subject to a broader release in accordance with the terms of the
25 Settlement, the Participating Class Members and Allegedly Aggrieved Employees will be subject
26 to the following release terms:

- 27 a. "Released Parties" means: Defendant, and its former and present directors,
28 officers, shareholders, owners, members, employees, managing agents, attorneys,

1 insurers, predecessors, successors, assigns, and Defendant's subsidiaries,
2 affiliates, and or related companies (Settlement, ¶ 1.41).

3 b. Release by Participating Class Members: All Participating Class Members, on
4 behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, release Released Parties
6 from any claims, wages, premiums, fringes, liquidated damages, or penalties
7 alleged or that could have been alleged against Released Parties arising out of the
8 facts, circumstances, and primary rights at issue in the Operative Complaint and any
9 amendments, including all claims for: 1) failure to pay all minimum wages; 2)
10 failure to pay all overtime wages (including failure to pay at the regular rate of pay,
11 and unpaid wages based on an on-duty break); 3) meal period violations; 4) rest
12 period violations; 5) failure to timely pay final wages at termination; 6) wage
13 statement violations (including Lab. Code § 226(a)(1)-(9)), 7) Unfair Competition
14 Law violations; and 8) PAGA penalties for these alleged violations. The release
15 shall include all claims and factual allegations alleged in the above-referenced
16 action (Settlement, ¶ 5.2).

17 c. Release of PAGA Claims: All Allegedly Aggrieved Employees are deemed to
18 release, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
20 Released Parties from all claims for PAGA penalties that were alleged, or
21 reasonably could have been alleged, based on the PAGA Period facts stated in the
22 Operative Complaint, and the PAGA Notice and ascertained in the course of the
23 Action, including, all claims for 1) failure to pay all minimum wages; 2) failure to
24 pay all overtime wages (including failure to pay at the regular rate of pay, and
25 unpaid wages based on an on-duty break); 3) meal period violations; 4) rest period
26 violations; 5) failure to timely pay final wages at termination; 6) wage statement
27 violations (including Lab. Code § 226(a)(1)-(9)), 7) Unfair Competition Law
28 violations; and 8) PAGA penalties for these alleged violations. The release shall

1 include all claims and factual allegations alleged in the above-referenced action.
2 (Settlement, ¶ 5.3).

3 d. “Effective Date” means the date by when both of the following have occurred: (a)
4 the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
5 and (b) the Judgment is final. The Judgment is final as of the latest of the following
6 occurrences: (a) if no Participating Class Member objects to the Settlement, the day
7 the Court enters Judgment; (b) if one or more Participating Class Members objects
8 to the Settlement, the day after the deadline for filing a notice of appeal from the
9 Judgment; or if a timely appeal from the Judgment is filed, the day after the
10 appellate court affirms the Judgment and issues a remittitur. (Settlement, ¶ 1.18).

11 6. For settlement purposes only, the Class Representative appointed for this matter
12 is Plaintiff Victor Wardell-Pavlovich. The Class Representative Settlement Payment, which is
13 not to exceed \$7,500.00, is preliminarily approved.

14 7. For settlement purposes only, Class Counsel appointed for this matter is Moon
15 Law Group, PC. The Class Counsel Fees Payment, which is not to exceed \$158,333.33; and
16 Class Counsel Litigation Expenses Payment, which is not to exceed \$18,000.00, are
17 preliminarily approved.

18 8. For settlement purposes only, the Administrator appointed for this matter is
19 ILYM Group, Inc. The Administration Expenses Payment, which is not to exceed \$7,500.00,
20 is preliminarily approved.

21 9. Pursuant to *Williams v. Superior Court*, 3 Cal. 5th 531, 554-556 (2017), and for
22 good cause shown, the Court orders each staffing agency and/or farm labor contractor that has
23 employed any member of the Class and that is in possession of contact and personnel
24 information necessary to the administration of the Settlement – including: (i) the last known
25 address, (ii) the last known phone number, (iii) the social security number, and (iv) the
26 employee identification number – to produce such information to the Administrator.

27 10. For settlement purposes only, the Class Notice to be sent to Class Members, as
28 to form and content, is adequate. Further, on a preliminary basis, the plan for distribution of

the Class Notice 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.

11. A Final Fairness 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 thirty (30) days from the date of preliminary approval by the Court
Administrator to mail the Class Notices by First Class Mail	Within fourteen (14) days after the Administrator receives the Class Data
Response Deadline	Within sixty (60) days after the Administrator initially mails the Class Notices to Class Members and Allegedly Aggrieved Employees
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
Final Fairness Hearing	On or before _____, 2024 at 10:00 a.m. _____ in Department 12 of the Los Angeles Superior Court

12. 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.

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

14. To facilitate the administration of the Settlement pending final approval, the Court hereby enjoins the 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

1 released by the Settlement, unless and until such Class Members have filed valid Requests for
2 Exclusion with the Administrator and the time for filing claims with the Administrator has
3 lapsed.

4 15. The Settlement is preliminarily approved but is not an admission by the
5 Defendant of the validity of any claims in the instant Class and PAGA action, or of any
6 wrongdoing or violation of law by Defendant.

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

10 17. The obligations set forth in the Settlement are deemed part of this Order. The
11 Parties are to carry out the Settlement in accordance with its terms.

12 **IT IS SO ORDERED.**

13
14 DATE: 03/25/2024



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On December 7, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY**
10 **APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Tracie Childs CA Bar No. 190806
14 tracie.childs@ogletree.com
15 Andrew J. Deddeh CA Bar No. 272638
16 andrew.deddeh@ogletree.com
17 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
18 4370 La Jolla Village Drive, Suite 990
19 San Diego, CA 92122
20 Telephone: 858.652.3100
21 Facsimile: 858.652.3101

22 *Attorneys for Defendant Eastgate Petroleum, LLC*

23 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
24 accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above via third-party cloud service
26 **CASEANYWHERE.**

27 X (State) I declare under penalty of perjury under the laws of the State of California
28 that the above is true and correct.

Executed on December 7, 2023, at Los Angeles, California.

Noelia Alonso Esteban

Name

/S/ Noelia Alonso Esteban

Signature