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

RIGOBERTO ROJAS, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 22STCV21995

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

Date: May 8, 2025  
Time: 10:00 a.m.  
Judge: Hon. Elihu M. Berle  
Dept.: 6

1 This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State  
2 of California, in and for the County of Los Angeles, at 10:00 a.m. on May 8, 2025, with Jaclyn Joyce,  
3 Esq. of the Zakay Law Group, APLC, and Ryan Slinger, Esq. of Lawyers *for* Justice, P.C. appearing  
4 as counsel for plaintiff RIGOBERTO ROJAS (“Plaintiff”), and Jeff Gillette, Esq. of Messner Reeves,  
5 LLP, appearing as counsel for Defendant WEINGART CENTER ASSOCIATION, a California  
6 corporation (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of  
7 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS  
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the “Class Action and PAGA Settlement Agreement  
11 and Class Notice” including and incorporating the “Addendum to Class Action and PAGA Settlement  
12 Agreement and Class Notice” attached as Exhibit A to the Declaration of Jaclyn Joyce filed on April  
13 10, 2025 (collectively referred to as the “Agreement”). This is based on the Court’s determination that  
14 the Settlement is within the range of possible final approval, pursuant to the provisions of Section 382  
15 of the California Code of Civil Procedure and California Rules of Court, rule 3.769. The “Settlement”  
16 is the disposition of the Action, which includes case numbers 22STCV21995 (Class Action) and  
17 22STCV22027 (PAGA Action).

18 2. This “Order” incorporates by reference the definitions in the Agreement, and all terms  
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the Agreement, the Gross Settlement Amount that Defendant shall pay is  
21 Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00). It appears to the Court on a  
22 preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class  
23 Members when balanced against the probable outcome of further litigation relating to certification,  
24 liability, and damages issues. It further appears that investigation and research have been conducted  
25 such that counsel for the Parties are able to reasonably evaluate their respective positions. It further  
26 appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as  
27 well as avoid the delay and risks that would be presented by the further prosecution of the Action. It  
28 further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive

1 arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of  
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
6 reasonable when balanced against the probable outcome of further litigation relating to certification,  
7 liability, and damages issues.

8 5. Plaintiff seeks Class Counsel Fees Payment in the amount of 33.33% of the Gross  
9 Settlement Amount for attorneys' fees, currently estimated at Two Hundred and Thirty-Three  
10 Thousand, Three Hundred and Ten Dollars and Zero Cents (\$233,310.00), plus Class Counsel  
11 Litigation Expenses Payment of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),  
12 and proposed Class Representative Service Payment to the Class Representative, Rigoberto Rojas, in  
13 an amount of not more than Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500). While  
14 these awards appear to be within the range of reasonableness, the Court will not approve the Class  
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment or the Class Representative  
16 Service Payment until the Final Approval Hearing.

17 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of  
18 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
19 proceeding should this Settlement not become final. For settlement purposes only, the Court  
20 conditionally certifies the following Class:

21 "All current and former hourly-paid or non-exempt employees of Defendant  
22 in California employed during the Class Period."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
26 common questions of law and fact predominate, and there is a well-defined community of interest  
27 amongst the Class Members with respect to the subject matter of the Action; (c) the claims of the Class  
28 Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly

1 and adequately protect the interests of the Class Members; (e) a class action is superior to other  
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
3 to act as counsel for the Class Representative in his individual capacity and as the representative of the  
4 Class Members.

5 8. The Court provisionally appoints plaintiff RIGOBERTO ROJAS as the representative of  
6 the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
8 APC, Shani Zakay, of the Zakay Law Group, APLC, and Edwin Aiwarzian of Lawyers for Justice, P.C.,  
9 as Class Counsel for the Class Members.

10 10. The Court hereby approves, as to form and content, the proposed Class Notice (“Class  
11 Notice”) attached to the May 14, 2025, Supplemental Declaration of Jaclyn Joyce, Esq., as Exhibit “A.”  
12 The Court finds that the Class Notice appears to fully and accurately inform the Class Members and  
13 Aggrieved Employees of all material elements of the proposed Settlement, including the right of any  
14 Class Member to be excluded from the Class by submitting a written Request for Exclusion, and of  
15 each Class Member’s right and opportunity to object to the Class portion of the Settlement. The Court  
16 further finds that the distribution of the Class Notices in the manner and form set forth in the Agreement  
17 and this Order meets the requirements of due process, is the most reasonable notice under the  
18 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
19 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the  
20 Agreement.

21 11. The Court hereby appoints Atticus Administration LLC as Settlement Administrator  
22 (“Administrator”). By May 29, 2025, Defendant shall provide the Settlement Administrator with the  
23 Class Data. By June 12, 2025, the Administrator shall mail copies of the Class Notice to all Class  
24 Members via first class U.S. Mail.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
26 Class portion of the Settlement. Any Class Member may individually choose to opt out of and be  
27 excluded from the Class Portion of the Settlement as provided in the Class Notice by following the  
28 instructions for requesting exclusion from the Class portion of the Settlement and the Released Class

1 Claims that are set forth in the Class Notice. All Requests for Exclusion must be postmarked or  
2 received by the Response Deadline, August 12, 2025, which is sixty (60) calendar days after the  
3 Administrator mails the Class Notice to Class Members or, in the case of re-mailed Class Notice, not  
4 more than fourteen (14) days from the original Response Deadline. Any Class Member who chooses  
5 to opt out of and be excluded from the Class portion of the Settlement will not be entitled to an  
6 Individual Class Payment and will not be bound by the Class Portion of the Settlement, or have any  
7 right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be  
8 bound by all determinations of the Court, the Agreement, and Judgment.

9 13. Any Class Member who has not opted out may appear at the Final Approval Hearing and  
10 may object or express the Class Member's views regarding the Class Portion of the Settlement and may  
11 present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
12 and determined by the Court as provided in the Class Notice. Class Members will have until August  
13 12, 2025, sixty (60) calendar days from the date the Administrator mails the Class Notice to postmark  
14 their written objections to the Administrator.

15 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's motion for Class  
16 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and Class Representative  
17 Service Payment shall be held before this Court on **September 12, 2025, at 10:00 AM** in Department  
18 6 of the Los Angeles County Superior Court to determine all necessary matters concerning the  
19 Settlement, including: whether the proposed settlement of the Action on the terms and conditions  
20 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the  
21 Court; whether an order granting Final Approval should be entered herein; whether the plan of  
22 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;  
23 and to finally approve the Class Counsel Fees Payment and Class Counsel Litigation Expenses  
24 Payments, Class Representative Service Payment, and the Administration Expenses Payment. All  
25 papers in support of the Motion for Final Approval and the motion for Class Counsel Fees Payment  
26 and Class Counsel Litigation Expenses Payment and Class Representative Service Payment shall be  
27 filed with the Court and served on all counsel by July 11, 2025. The deadline for filing responses to  
28 objections and for the Administrator to submit final report regarding the opt-outs (Requests for

1 Exclusion) and the objections is August 29, 2025.

2 15. In the event the Settlement does not become effective in accordance with the terms of the  
3 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
4 effective for any reason, the Agreement shall be rendered null and void and shall be vacated, and the  
5 Parties shall revert to their respective positions as of before entering into the Agreement. In such an  
6 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall  
7 not be used or referred to in any litigation other than the Action for any purpose. Nothing in this  
8 paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if  
9 it is not approved.

10 16. All proceedings in the Action, except those contemplated by this Order and the  
11 Agreement, are stayed.

12 17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
13 and all dates provided for in the Agreement without further notice to Class Members and retains  
14 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.  
15

16  
17  
18 Dated: ELIHU M. BERLE



**Elihu M. Berle**

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Elihu M. Berle / Judge  
JUDGE OF THE SUPERIOR COURT