



1 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
2 Elliot J. Siegel (Bar No. 286798)
elliott@kingsiegel.com
3 **KING & SIEGEL LLP**
4 724 S. Spring Street, Suite 201
Los Angeles, California 90014
5 tel: (213) 465-4802
6 fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)
xavier@xaviervillegaslaw.com
8 **LAW OFFICE OF XAVIER VILLEGAS, APC**
9 2390 Las Posas Road, C168
Camarillo, CA 93010
10 tel: (805) 250-7488
11 fax: (805) 250-7499

12 Attorneys for Plaintiff and the Putative Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

16 **Marjan Iranrouh**, individually and on behalf of
17 all similarly situated individuals,

18 Plaintiff,

19 vs.

20 **Highlands Community Charter And**
21 **Technical Schools**, a California corporation;
22 and **Does 1-100**, inclusive;

23 Defendant.

CASE NO. 34-2022-00324342

[Assigned to Honorable Lauri A. Damrell,
Department 22]

CLASS ACTION

**~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: April 26, 2024
Time: 9:00 a.m.
Dept.: 22
Res. ID: A-324342-003

Electronically Received 04/03/2024 08:08 PM

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the "Settlement" or "Stipulation") came on for hearing on April 26, 2024.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 34-2022-00324342, entitled *Marjan Iranrouh v.*
6 *Highlands Community Charter And Technical Schools* (the "Action"), and good cause appearing, the
7 Court finds that:

8 WHEREAS, Plaintiff Marjan Iranrouh ("Plaintiff" or "Class Representative"), has alleged
9 claims against Defendant Highlands Community Charter And Technical Schools ("Defendant")
10 as an individual and on behalf of all others similarly situated, comprising: "*all persons who worked at*
11 *least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior*
12 *to the filing of the Action and January 16, 2024.*" ("Class Members"); and

13 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendant for:
14 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
15 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
16 thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain
17 accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages
18 after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004,
19 Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (10) Unlawful Business Practices, Cal. Bus. & Prof.
20 Code §§ 17200, *et seq.*

21 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations of law
22 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
23 and

24 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
25 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
26 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

27 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
28 re: Class and PAGA Action Settlement on January 16, 2024, which provides for the final resolution

1 of all class and PAGA claims asserted by Plaintiff against Defendant in the Action, on the terms and
2 conditions set forth in the Stipulation, subject to the approval of this Court;

3 NOW, therefore, the Court grants preliminary approval of the Settlement, and

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
6 in this Order shall have the meanings set forth therein.

7 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
8 the Class.

9 3. The Class is defined as follows: *“all persons who worked at least one 3.5-hour shift as a
10 non-exempt employee in the State of California from the period four years prior to the filing of the Action
11 and January 16, 2024.”*

12 4. The Court has determined that the Class Notice fully and accurately informs all
13 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
14 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
15 Members. The Class Notice, inclusive of Exclusion, Objection, and Share Forms, is attached as
16 **Exhibit A** and incorporated by reference.

17 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
18 fair, reasonable, and adequate, and in the best interests of the absent Class Members, in all respects
19 to the Class Members, and orders the Parties to consummate the Settlement in accordance with the
20 terms of the Stipulation, including the terms and procedures for Class Members to object or request
21 exclusion to the Settlement, found at Paragraphs 67-68 of the Settlement and Pages 5-8 of the Class
22 Notice.¹

23 6. The plan of distribution as set forth in the Stipulation providing for the distribution
24 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
25

26 _____
27 ¹ The Settlement Administrator shall file a declaration concurrently with the filing of any motion for
28 final approval authenticating a copy of every Exclusion or Objection Form received by the Settlement
Administrator. Further, the Settlement Administrator shall provide notice to any objecting party of
any continuance of the hearing on the motion for final approval.

1 reasonable, and adequate.

2 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
3 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
4 California 90014 and Xavier Villegas of Law Office of Xavier Villegas, APC, 2390 Las Posas Road,
5 C168, Camarillo, CA 93010.

6 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
7 \$500,000.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
8 paid from the Maximum Settlement Amount.

9 9. The Court preliminarily approves the payment of incurred reasonable costs in an
10 amount not to exceed \$35,000.00 to Class Counsel, which shall be paid from the Maximum
11 Settlement Amount as defined in the parties' Stipulation.

12 10. The Court preliminarily approves a payment in the amount of \$75,000.00 to the
13 California Labor & Workforce Development Agency, representing the State of California's portion
14 of civil penalties under PAGA (or 75% of \$100,000), and \$25,000 to the alleged Aggrieved
15 Employees (or 25% of \$100,000), which shall both be paid from the Maximum Settlement Amount.

16 11. The Court approves CPT Group, Inc. to serve as Settlement Administrator and
17 preliminarily approves the payment of incurred reasonable claims administration costs to the
18 Settlement Administrator, in an amount not to exceed \$25,000, which shall be paid from the
19 Maximum Settlement Amount.

20 12. The Court preliminarily approves an enhancement award to the Class
21 Representative, Marjan Iranrouh, in the amount of \$5,000.00 which amount shall be paid from the
22 Maximum Settlement Amount.

23 13. The Court preliminarily approves the California Bar's Justice Gap Fund as the *cy*
24 *pres* beneficiary for all uncashed funds.

25 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
26 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
27 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
28 wrongdoing in this Action or in any other proceeding.

1 15. In the event that the Settlement does not become effective in accordance with the
 2 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
 3 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
 4 all orders entered and releases delivered in connection herewith shall be null and void to the extent
 5 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
 6 proceed with litigation of the Action.

7 16. The Court orders the following Implementation Schedule² for further proceedings:

8	a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	<u>May 6, 2024</u> [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
9			
10	b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>May 11, 2024</u> [5 calendar days following the Settlement Administrator's receipt of Class data]
11			
12	c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>June 25, 2024</u> [45 calendar days after the Settlement Administrator mails the Notice]
13			
14	d.	Deadline for Class Members to submit objections to the Settlement	<u>June 25, 2024</u> [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
15			
16			
17	e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, objections to the Settlement, including authenticating any requests for exclusion or objections	_____ [45 days prior to the Final Approval Hearing]
18			
19			
20			
21	f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	<u>July 11, 2024</u> [16 Court days prior to the Final Settlement Approval Hearing]
22			
23			
24	g.	Final Settlement Approval Hearing	<u>August 2, 2024 at 9:00 a.m.</u>
25			
26	h.	Settlement Administrator to	_____ [5 calendar days following the Effective

27 _____
 28 ² If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

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	Provide an Accounting of Funds	<i>Date of the Settlement]</i>
i.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [15 calendar days following the day Defendant receives the Accounting of Funds from the Settlement Administrator]
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [7 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
k.	Compliance Hearing	[240 calendar days following Effective Date of the Settlement]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 4/26/24



Hon. Lauri A. Damrell
Sacramento County Superior Court Judge



LAURI A. DAMRELL