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**FILED**  
Superior Court of California  
County of Los Angeles  
11/18/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:           A. Morales           Deputy

6 Attorneys for Plaintiffs  
Josue Torres, individually and on behalf of all others  
7 similarly situated

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

11 JOSUE TORRES, an Individual, on behalf of  
12 himself and all others similarly situated

CASE NO. 23STCV14073

[Assigned for all purposes to the Honorable  
Lawrence P. Riff - SSC Dept. "7"]

13  
14 Plaintiffs,

**CLASS ACTION**

15 v.

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

16 STEPSTONE, INC., a California  
17 Corporation; and DOES 1 through 100,  
Inclusive

Date: November 19, 2024  
Time: 10:00 a.m.  
Dept: 7

18 Defendants.  
19  
20  
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Action Filed: 06/16/2023

22 On June 16, 2023, Class Representative Josue Torres individually and on behalf of a class  
23 of similarly situated individuals, filed a Class Action complaint against Defendant Stepstone, Inc.  
24 pursuant to the California Labor Code ("Labor Code") and California Business & Professions  
25 Code ("B&PC") §17200 as set forth in the class action case entitled *Josue Torres vs Stepstone,*  
26 *Inc. et al.*, Los Angeles Superior Court Case No. 23STCV14073 ("Action"). Plaintiff's operative  
27 first amended complaint asserts claims against Defendants for 1. Failure To Pay Overtime Wages;  
28 2. Failure To Pay Minimum Wages; 3. Failure to Pay Overtime Wages at the Legal Overtime Pay

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1 Rate; 4. Failure To Provide Meal Periods; 5. Failure To Provide Paid Rest Periods; 6. Failure To  
2 Timely Furnish Accurate Itemized Wage Statements; 7. Violation of Labor Code Section 203; 8.  
3 Unfair Business Practices; and 9. Penalties Pursuant to Labor Code §2698 et seq.

4 Defendant denies Plaintiff’s allegations in their entirety and denies liability on all claims.  
5 In September 2024 the Parties reached a settlement subject to Court approval as represented in the  
6 Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”/“Stipulation”/  
7 “Settlement Agreement”).

8 NOW THEREFORE, having read and considered the Settlement Agreement and Exhibits  
9 thereto, IT IS HEREBY ORDERED:

10 1. This Order hereby incorporates by reference the definitions of the Settlement  
11 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning  
12 as set forth in the Settlement Agreement.

13 2. The Court conditionally certifies and approves, for settlement purposes only,  
14 the Class is as defined as follows: all persons employed by STEPSTONE in California and  
15 classified as a non-exempt hourly paid employee who worked for STEPSTONE during the Class  
16 Period. Class Period” means and refers to the period from June 16, 2019 to August 23, 2024.

17 3. Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC shall represent the Settlement  
18 Class in this Action (“Class Counsel”). Any Member of the Settlement Class may enter an  
19 appearance in the Action, at their own expense, either individually or through counsel of their own  
20 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

21 4. The Class Representative shall be Josue Torres.

22 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,  
23 conditions, and all release language set forth in the Settlement Agreement which is **Exhibit “1”** to  
24 the Bruce Kokozyan declaration filed as part of the motion for preliminary approval. The Court  
25 finds that the Settlement (including the Plaintiff’s Class Representative Service Payment,  
26 Attorneys’ Fees and Attorneys’ Costs, the Administrator Expenses Payment, the PAGA Penalties,  
27 and the allocation of payments to class members) appears to be within the range of reasonableness  
28 necessary for preliminary approval by the Court. It appears to the Court that the Settlement terms

1 are fair, adequate, and reasonable as to all potential Class Members when balanced against the  
2 probable outcome of further litigation, given the risks relating to liability and damages. It further  
3 appears that extensive and costly investigation and research has been conducted such that counsel  
4 for the Parties at this time are reasonably able to evaluate their respective positions. It further  
5 appears to the Court that the Settlement at this time will avoid substantial additional costs by all  
6 parties, as well as the delay and risks that would be presented by the further prosecution of the  
7 Action. It appears that the Settlement has been reached as a result of intensive, arms-length  
8 negotiations utilizing an experienced third-party neutral.

9           6.       The Court confirms CPT Group, Inc. as the Settlement Administrator and  
10 preliminarily approves that settlement administration costs shall be paid from the Gross Settlement  
11 Amount (as that term is defined in the Settlement) up to a maximum of \$10,000. Any amount  
12 awarded for costs of administration to CPT Group, Inc. less than the amount requested, will  
13 become part of the Net Settlement Amount. The cost of administration includes all tasks required  
14 of the Settlement Administrator as set forth in the Agreement, including the issuance of the Class  
15 Notice (“Court Approved Notice of Class Action Settlement and Hearing Date for Final Court  
16 Approval”). At least sixteen (16) court days prior to the Final Approval and Fairness Hearing, the  
17 Settlement Administrator shall provide the Court, and all counsel for the Parties, with a statement  
18 detailing the costs of administration and the claims administration statistics. CPT Group, Inc. is  
19 directed to perform all other responsibilities set forth for the Settlement Administrator in the  
20 Settlement.

21           7.       A Final Approval and Fairness Hearing (the “Hearing”) shall be held on the date as  
22 indicated in the Implementation Schedule below before the Honorable Lawrence P. Riff in  
23 Department SSC Department 7 of the Los Angeles County Superior Court, Spring Street  
24 Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. The purpose of such  
25 Hearing will be to: (a) determine whether the proposed Settlement Agreement should be approved  
26 by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s  
27 request for attorney’s fees and costs; (c) the reasonableness of the Class Representative Service  
28 Payment requested for the Named Plaintiff; and (d) Order entry of Judgment in the Action, which

1 shall constitute a complete release and bar with respect to the settled Class Claims and settled  
2 PAGA Claims as described in the Settlement Agreement.

3           8.       The Court hereby approves, as to form and content, the Court Approved Notice of  
4 Class Action Settlement and Hearing Date for Final Court Approval which is attached as **Exhibit**  
5 **“A”** [hereinafter Notice] to the Settlement Agreement which is attached as **Exhibit “1”** to Bruce  
6 Kokozyan’s declaration as part of Plaintiff’s motion for preliminary approval. The Court directs  
7 the mailing of the Court approved Notice via first class mail to the Class Members in accordance  
8 with the schedule and procedures set forth in the Settlement. The Court finds that the mailing and  
9 distribution of the Notice of Class Action Settlement in the manner set forth in the Settlement  
10 meets the requirements of due process and are the best notice practicable under the circumstances  
11 and shall constitute due and sufficient notice to all persons entitled thereto.

12           9.       Class Members may request exclusion from the release of Class Claims by  
13 submitting a timely written request to be excluded from the Class as set forth in the Settlement  
14 Agreement. In order to be valid, the Request for Exclusion letter must be postmarked no later than  
15 the date indicated in the Implementation Schedule below. Any Class Member who submits a valid  
16 and timely Request for Exclusion will not be entitled to any portion of the Net Settlement Amount,  
17 will not be bound by the release of for Class Claims, or have any right to object, appeal or  
18 comment thereon. Class Members who fail to submit valid and timely requests for exclusion shall  
19 be Settlement Class Members and shall be bound by all terms of the Settlement and any Final  
20 Judgment. Settlement Class Members and Non-Participating Class Members, who are also PAGA  
21 Members, however, cannot opt out of the PAGA Release, and will receive an Individual PAGA  
22 Payment if eligible, and will be bound and subject to the PAGA Release.

23           10.      Class Members who do not request exclusion may object to the Settlement and  
24 appear at the Settlement Hearing to show cause why the proposed Settlement should not be  
25 approved and to present any opposition to the application of Class Counsel for Attorneys’ Fees  
26 and Attorneys’ Costs. The Objection letter must be postmarked no later the date indicated in the  
27 Implementation Schedule below, and must be served on the settlement administrator: CPT Group,  
28 Inc.

1 Plaintiff and/or Defendants may file a response to any properly filed Objections to the  
2 Settlement no later than five (5) court days prior to the date of the Final Approval Hearing.

3 11. The Court hereby preliminarily approves the definition and disposition of the Gross  
4 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is  
5 equal to and shall not exceed \$400,000 which is inclusive of (1) Individual Settlement Payments to  
6 Settlement Class Members and Individual PAGA Payments to PAGA Members, and contributions in  
7 connection with the wage portions of any Individual Settlement Payments; (2) Attorneys' Fees; (3)  
8 Attorney's Costs; (4) Settlement Administration Costs; (4) LWDA's portion of the PAGA Allocation  
9 (i.e., the LWDA Payment); and (5) Class Representative Service Payment to Plaintiff. The Court  
10 preliminarily approves the above distribution of the Gross Settlement Amount, all subject to the  
11 Court's final approval of the Settlement. Defendant shall be required to pay only the Gross  
12 Settlement Amount plus the employer-side share of payroll taxes.

13 12. The Court orders the following Implementation Schedule for further proceedings:  
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16 a.	Deadline for Defendant to submit Class List and Data to Settlement Administrator	December 3, 2024 [within 14 calendar days of the date the Court enters the preliminary approval order]
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20 b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	December 17, 2024 [14 calendar days after the Settlement Administrator's receipt of the Class Data]
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22 c.	Deadline for Settlement Class Members to Requests for Exclusions	January 31, 2025 [45 calendar Days after Mailing plus 14 calendar days beyond the 45 days otherwise provided in the Class Notice for any Class Notice that is re-mailed].
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25		
26 d.	Deadline for any Objections to the Settlement	January 31, 2025 [45 calendar Days after Mailing plus 14 calendar days beyond the 45 days otherwise provided in the Class
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28		

1		Notice for any Class Notice that is re-
2		mailed].
3	e.	Deadline for any dispute of the information
4		on which their Individual Settlement
5		Payment was calculated
6		January 31, 2025 [45 calendar Days after
7		Mailing plus 14 calendar days beyond the
8		45 days otherwise provided in the Class
9		Notice for any Class Notice that is re-
10	f.	Deadline for Class Counsel to File Motion
11		for Final Approval of Settlement Including
12		the requested attorneys' fees and expenses
13		including any expenses associated with the
14		Settlement
15	g.	Final Approval Hearing and Final
16		Approval
17		T <del>at 8:00 A.M.</del> <del>at 1:00 P.M.</del>
18		_____ at _____ a.m. / <del>p.m.</del>

13. The Court reserves the right to adjourn the date of the Final Approval and Fairness Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14. Pending final determination as to whether the settlement contained in the Settlement Agreement should be approved, the Class Representative, whether directly, representatively, or in any other capacity, whether or not such persons have appeared in the Action, shall not institute or prosecute any claims against Defendants or the Released Parties, which have been or could have been asserted in the Action based upon the acts and transactions alleged therein, including any claims related to or arising out of the allegations in the Action.

15. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); or (iii) the Settlement does not become final for any other reason,

1 the Settlement shall be null and void and any order or judgment entered by this Court in  
2 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the  
3 Parties and any funds to be awarded under this Settlement shall be returned to their respective  
4 statuses as of the date and time immediately prior to the execution of the Settlement, and the  
5 Parties shall proceed in all respects as if the Settlement had not been executed.

6 17. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,  
7 document or instrument delivered hereunder, nor any statement, transaction or proceeding in  
8 connection with the negotiation, execution, or implementation of this Settlement, shall be  
9 admissible in evidence for any purpose except as provided in the Settlement.

10 IT IS SO ORDERED.

11  
12 Dated: 11/18/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

THE HONORABLE LAWRENCE P. RIFF  
JUDGE OF THE SUPERIOR COURT

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