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Attorneys for Plaintiffs FLOSSIE FUEGOS,  
And LORENA PEGUEROS, individually and  
on behalf of all others similarly situated

**FILED**  
SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA  
**03/04/2021**

Darrel E. Parker, Executive Officer  
BY Willoughby, Norma Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA BARBARA**

FLOSSIE FUEGOS, individually and behalf  
of all others similarly situated, LORENA  
PEGUEROS, individually and on behalf of  
others similarly situated,

Plaintiffs,

vs.

LOMPOC INVESTMENTS, INC., a California  
Corporation, SHAILESHKUMAR  
MANGALBHAI PATEL, an individual; and  
DOES 1-20, inclusive,

Defendants.

CASE NO. 19CV03774

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT

[Assigned to Hon. Jed Beebe]

Hearing Date: February 11, 2021  
Time: 8:30 a.m.  
Dept. SM4

This matter came on for hearing on February 11, 2021, in Department 4 of the above-captioned Court on the Plaintiff's Motion for Preliminary Approval of Unopposed Class Action Settlement. Having fully reviewed and considered the moving papers, supporting declarations, exhibits, and notice of errata,

**THE COURT HEREBY MAKES THE FOLLOWING ORDERS:**

1. The Court approves, as to form and content, the Notice and Motion of Plaintiff's Unopposed Class Action Settlement.

2. This Court hereby preliminarily approves the proposed Settlement Agreement as being fair, reasonable and adequate.

3. All defined terms contained herein shall have the same meaning as those set forth in the Settlement Agreement.

4. The Class Notice, attached as Exhibit 2 to the Declaration of Ronald Makarem, is hereby approved, and the Court approves the procedure for Class Members to object to the Settlement and/or opt-out of the Settlement as set forth in the Notice of Proposed Class Action Settlement.

5. The Court finds that the distribution of the Class Notice in the manner set forth in the Settlement Agreement and attached as Exhibit 2 to the Declaration of Ronald Makarem substantially meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

6. Solely for the purposes of the proposed settlement, the following class is hereby provisionally certified pursuant to California Code of Civil Procedure section 382 as follows:

All current and former non-exempt, hourly employees employed in California by Defendants from May 26, 2017 through the date of preliminary approval of the class action settlement.

7. The Court acknowledges that Class Counsel will seek Class Counsel's fees in the amount of \$46,666.66 and verified costs not to exceed \$8,500, and a Class Representative Enhancement to each Plaintiff in the amount of \$5,000 to Flossie Fuegos and Lorena Pegueros.

8. Solely for the purposes of the proposed settlement, the Court does hereby preliminarily approve Ronald W. Makarem and Cameron A. Stewart of the Law Offices of Makarem & Associates, APLC, as Class Counsel.

1           9.     The Court preliminarily approves Flossie Fuegos and Lorena Pegueros as  
2 Class Representatives.

3           10.    Solely for the purposes of the proposed settlement, the Court does hereby  
4 preliminarily approve of and appoint CPT Group Inc., as the Parties' Settlement Administrator.

5           11.    A final fairness hearing (the "Final Approval Hearing") shall be set on May  
6 20, 2021 at 8:30 a.m., in Department 14 of this Court, for final review, the notice process and  
7 objections, if any, and to determine whether the proposed settlement on the terms and conditions  
8 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved  
9 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered  
10 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class  
11 Counsel and the amount of the Enhancement Award that should be awarded to the Representative  
12 Plaintiffs.


13           12.    The Court's preliminary approval of the Settlement Agreement is not to be  
14 deemed an admission of liability or fault by Defendants, or a finding as to the validity of any  
15 claims or defenses asserted in the action.

16           13.    The Court reserves the right to adjourn the date of the Final Approval  
17 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all  
18 further applications arising out of or connected with the proposed Settlement.

19           14.    Based on the stipulation of the parties and for good cause appearing, the  
20 Court also modifies the payment terms set forth in the Settlement Agreement such that  
21 Defendant's first payment of \$70,000 is now due 30 days after the Court grants final approval of  
22 the settlement.

23 **IT IS SO ORDERED.**

24 Dated: Feb. 24, 2021

25  
26 By:   
27 JUDGE OF THE SUPERIOR COURT  
28 **Jed Beebe**

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