

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq., (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300, Fax (818) 990-2903

UNITED EMPLOYEES LAW GROUP, PC
WALTER L. HAINES, ESQ. (SBN-71075)
admin@uelglaw.com
4276 Katella Avenue, Suite #301
Los Alamitos, CA 90720
Telephone: (562) 256-1047, Fax (562) 256-1006

Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRENDA GARCIA an individual, on behalf
of herself and others similarly situated

PLAINTIFF,

v.

TITANIUM ALARM, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2013199

[Case Assigned for All Purposes to Hon. David
Cohn in Dept. S-26]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 8, 2021

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: May 29, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 November 8, 2021, the Honorable David Cohn, presiding. The Court, having considered the
3 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Class Action Stipulation and Agreement for Class Action Settlement and
7 Release of Claims (“Agreement” or “Settlement”) filed herewith. The Agreement appears to be
8 fair, adequate, and reasonable to the Settlement Class. The Court finds that: (a) the Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant
10 notice of the Agreement to persons in the Settlement Class and a full hearing regarding final
11 approval of the Agreement.

12 2. For purposes of this Order, the proposed Settlement Class is defined as follows:

13 “all persons who worked as a non-exempt employee for Defendant
14 Titanium Alarm, LLC in the State of California at any time since
15 May 29, 2016 through August 31, 2021.” (“Class Members”)

16 3. The Class Period is May 29, 2016 through the date of preliminary approval.

17 4. The Agreement falls within the range of reasonableness and appears to be
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
19 and final approval by this Court.

20 5. The Court makes the following preliminary findings for settlement purposes only:

- 21 A. The Settlement Class, which consists of approximately 65 persons, is so
22 numerous that joinder of all members is impracticable;
23 B. There appear to be questions of law or fact common to the Settlement Class
24 for purposes of determining whether this Settlement should be approved;
25 C. Plaintiff’s claims appear to be typical of the claims being resolved through
26 the proposed settlement;
27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 interests of the Settlement Class Members in connection with the proposed
settlement;
E. Common questions of law and fact appear to predominate over questions

1 affecting only individual persons in the Settlement Class. Accordingly, the
2 Settlement Class appears to be sufficiently cohesive to warrant settlement by
representation; and

3 F. Certification of the Settlement Class appears to be superior to other available
4 methods for the fair and efficient resolution of the claims of the Settlement
Class.

5 6. The Court approves, as to form and content, the Notice of Class Action Settlement
6 to Settlement Class Members in substantially the form attached to the Agreement as Exhibit “A”.

7 7. The Court approves the procedure for Settlement Class Members to opt out to the
8 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

9 8. The Court approves the procedure for Settlement Class Members to object to the
10 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11 9. The Court directs the mailing of the Notice of Class Action Settlement and related
12 documents to members of the Settlement Class by first class mail in accordance with the
13 Agreement and the implementation schedule set forth below. The Court finds that the dates
14 selected for the mailing and distribution of the notice, as set forth in the following implementation
15 schedule, meet the requirements of due process and provide the best notice practicable under the
16 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

17 10. It is ordered that the Settlement Class is preliminarily certified for settlement
18 purposes only.

19 11. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &
20 Kingsley, APC as Class Counsel.

21 12. The Court confirms BRENDA GARCIA as Class Representative.

22 13. The Court approves ILYM Group, Inc. as the Settlement Administrator.

23 14. The Court orders that pursuant to the California Private Attorneys General Act,
24 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will
25 continue to be given to the Labor & Workforce Development Agency.

26 15. A final fairness hearing on the question of whether the proposed Agreement,
27 attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
28 should be finally approved as fair, adequate, and reasonable as to the members of the Settlement

Class is scheduled for _____ at _____ (Pacific Time), in Department .

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

a.	Preliminary Approval Granted	_____
b.	Deadline for Defendant to Provide Settlement Class Members' Information to Settlement Administrator	15 calendar days from Entry of Preliminary Approval
c.	Settlement Administrator Shall Mail Notice to Settlement Class Members	10 calendar days from receipt of the Class List from Defendant
d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
h.	Final Approval Hearing	_____

17. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the "Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the ("Agreement.

18. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

1 19. The Court expressly reserves the right to adjourn or continue the Final Fairness
2 Hearing from time to time without further notice to members of the Settlement Class.

3
4 **DATED:** _____
5 **JUDGE OF THE SUPERIOR COURT**
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 15, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

John K. Rubiner Michelle T. Harrington Matthew S. Jones jrubiner@fmglaw.com mharrington@fmglaw.com mjones@fmglaw.com Freeman Mathis & Gary, LLP 550 South Hope Street, 22nd Floor Los Angeles, CA 90071-2627	Walter L. Haines admin@uelglaw.com UNITED EMPLOYEES LAW GROUP, PC 5500 Bolsa Avenue, Suite 201 Huntington Beach, CA 92649
--	--

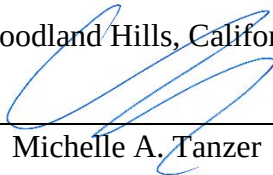
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 15, 2021, at Woodland Hills, California.



Michelle A. Tanzer