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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSE AGUILAR SANDOVAL, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

MADLAND TOYOTA-LIFT, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-20-100810-TSC

CLASS ACTION

*[Assigned for all purposes to the Honorable
Thomas S. Clark, Dept. 17]*

**NOTICE OF AMENDED ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint filed: March 20, 2020
Trial date: August 22, 2022

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on November 2, 2021, the court issued an Amended
3 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A copy
4 of the Amended Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement is attached hereto as **Exhibit A**.
6

7 Respectfully submitted,

8
9 Dated: November 16, 2021

WILSHIRE LAW FIRM

10 By: 
11 Justin F. Marquez, Esq.
12 Nicol E. Hajjar, Esq.
Rachel J. Vinson, Esq.

Attorneys for Plaintiff Jose Aguilar Sandoval

Exhibit A

BY Dickey, Leslie
DEPUTY

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Case No. BCV-20-100810-TSC

CLASS ACTION

*[Assigned for all purposes to the Honorable
Thomas S. Clark, Dept. 17]*

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 26, 2021

Time: 8:30 a.m.

Dept: 17

1 The Court has before it Plaintiff Jose Aguilar Sandoval's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the
4 Stipulation for Class Action Settlement (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Settlement Agreement between Plaintiff Jose Aguilar
10 Sandoval and Defendant Madland Toyota-Lift, Inc. ("Defendant"), attached to the Declaration
11 of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class
12 Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund
17 of \$325,000.00 to cover (a) settlement payments to class members who do not validly opt out;
18 (b) a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
19 for its share of the settlement of claims for penalties under the Private Attorneys General Act,
20 with 75% of which (\$7,500.00) will be paid to the LWDA and 25% (\$2,500.00) will be paid to
21 eligible members of the PAGA Class; (c) Class Representative service payment of up to
22 \$10,000.00 for Plaintiff Jose Aguilar Sandoval; (d) Class Counsel's attorneys' fees, not to
23 exceed 33-1/3% of the Gross Settlement Amount (\$108,333.33), and up to \$20,000.00 in costs
24 for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
25 Costs of up to \$10,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be
27 within the range of possible approval, pursuant to California Code of Civil Procedure § 382
28 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is

1 fair and reasonable to the class members when balanced against the probable outcome of
2 further litigation relating to class certification, liability and damages issues, and potential
3 appeals; (2) significant informal discovery, investigation, research, and litigation have been
4 conducted such that counsel for the parties at this time are able to reasonably evaluate their
5 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
6 that would be presented by the further prosecution of the litigation; and (4) the proposed
7 settlement has been reached as the result of intensive, serious, and non-collusive negotiations
8 between the Parties with the assistance of a well-respected class action mediator. Accordingly,
9 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under
13 the Private Attorneys General Act, and the class representative's enhancement award should
14 be finally approved as fair, reasonable and adequate as to the members of the class is hereby
15 set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following
17 class (the "Settlement Class"): "All persons who worked for Defendant in California as an
18 hourly paid or non-exempt employee from March 20, 2016 up to and including the preliminary
19 approval date."

20 a. This settlement will bind all class members who were mailed their Notice
21 Packet and who have not requested to be excluded from the class as specified in
22 the Notice.

23 6. The Settlement Period means the period from March 20, 2016 up to and
24 including the Preliminary Approval Date.

25 7. The Court finds, for settlement purposes only, that the Settlement Class meets
26 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
27 the Settlement Class Members are so numerous that joinder is impractical; (2) there are
28 questions of law and fact that are common, or of general interest, to all Settlement Class

Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Jose Aguilar Sandoval. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$108,333.33), and costs not to exceed \$20,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

11. The Court approves, as to form and content: (1) the Class Notice, attached as Exhibit 1 to the Settlement Agreement; and (2) the Workweek Dispute Form, attached as Exhibit 2 to the Settlement Agreement (collectively, "Notice Packets"). The Court finds on a preliminary basis that plan for distribution of the Notice Packets to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. Settlement checks shall remain negotiable for One Hundred Eighty (180) days from the date of issuance. The sum of any unnegotiated settlement checks shall be paid to Settlement Class Members who negotiated their checks within One-Hundred Eighty (180) days from issuance, on a pro rata basis, Thirty (30) days after termination of the negotiation period. The sum of any unnegotiated settlement checks which are reallocated to those Settlement Class Members who have negotiated their checks within One Hundred Eighty (180) days from issuance will be paid to the Los Angeles Trial Lawyers' Charities if such reallocated settlement checks remain unnegotiated within One Hundred Eighty (180) days from issuance of the reallocated settlement checks.

13. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	November 15, 2021
Settlement Administrator to mail the Notice Packets	December 6, 2021
Response Deadline	January 20, 2022
Deadline to Respond to Objections	January 20, 2022
Deadline for Administrator to Submit Report	January 27, 2022
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	January 31, 2022
Final Approval Hearing	February 24, 2022

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 11/02/2021

Signed: 11/2/2021 12:31 PM



Hon. Thomas S. Clark
Kern County Superior Court

APPROVED AS TO FORM AND CONTENT:

DATE: October 26, 2021



Daniel M. Root
BELDEN BLAINE RAYTIS, LLP
Attorneys for Defendant MADLAND
TOYOTA-LIFT, INC.

PROOF OF SERVICE

Jose Aguilar Sandoval v. Madland Toyota-Lift, Inc., et al.
BCV-20-100810-TSC

[illegible]

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On November 16, 2021, I served the foregoing **NOTICE OF AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Thomas Scott Belden (SBN 184387)

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Telephone: (661) 864-7826

Facsimile: (661) 447-4236

Attorneys for Defendant MADLAND TOYOTA-LIFT, INC.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

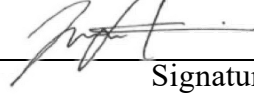
(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

///

1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on **November 16, 2021**, at Los Angeles, California.

4 Min Jee Kim
Type or Print Name


Signature