

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 27 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: **D. MIRANDA**, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

CARMEN LOPEZ and PETE JARAMILLO,
individually, and as a representative of other
aggrieved employees,

Plaintiff,

vs.

VEHICLE PROTECTION SPECIALISTS,
LLC, a limited liability company; DANIEL
LAURENT, an individual, and DOES 1
through 250, inclusive,

Defendants.

Case No.: 30-2020-01174402-CU-OE-CXC

The Honorable Lon Hurwitz, CX 103

CLASS ACTION

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

Action Filed: 12/14/20
FAC: 11/03/21
SAC: 08/07/23

PRELIMINARY APPROVAL ORDER

WHEREAS, this action is pending before this Court as a class and representative action (the "Action"); and

WHEREAS, the Parties have jointly applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Amended Joint Stipulation re Class Action and PAGA Penalty Settlement (the "Stipulation" or "Settlement"), which, is attached as Exhibit "A" to the Supplemental Declaration of Brent S. Buchsbaum in Support of Preliminary Approval of Class Action and PAGA Settlement (Register of Action # 158), and sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Stipulation, and all terms defined therein shall have the same meaning in this Order as set forth in the Stipulation.

2. The Court recognizes that the Class Members and Defendant stipulate and agree to certification of a class for settlement purposes only. For settlement purposes only, the Court conditionally certifies the following settlement class (the "Class"): "the collective of all current and former California employees of Defendants who worked in non-exempt positions between December 14, 2016, and May 13, 2022.

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1 3. The Court finds, for settlement purposes only, the requirements of California
2 Code of Civil Procedure section 382 are satisfied. The term "Class Member" means a Plaintiff
3 who has not requested exclusion from the Settlement.
4

5 4. Named Plaintiffs Carmen Lopez and Pete Jaramillo ("Named Plaintiffs") are
6 hereby appointed and designated, for all purposes, as the representatives of the class, and the
7 following attorneys are hereby appointed and designated as counsel for Named Plaintiff and the
8 Class ("Class Counsel"):

Brent Buchsbaum

BUCHSBAUM & HAAG, LLP
100 Oceangate, Suite 1200
Long Beach, CA 90802

10
11
12
13 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents
14 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
15 necessary to consummate the Settlement. Any Class Member may enter an appearance through
16 counsel of such Class Member's own choosing and at such Class Member's own expense. Any
17 Class Member who does not enter an appearance or appear on his or her own will be represented
18 by Class Counsel.
19

20 5. The Court hereby approves on a preliminary basis the Stipulation [ROA #158]
21 and settlement contained therein, including the definition and disposition of the Settlement Fund
22 and related matters provided for in the Stipulation. It appears to the Court on a preliminary
23 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential
24 Class Members when balanced against the probable outcome of further litigation relating to
25 liability and damages issues. It further appears that extensive and costly investigation and
26 research have been conducted such that counsel for the Parties at this time are able to reasonably
27 evaluate their respective positions. It further appears to the Court that settlement at this time
28

1 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
2 would be presented by further prosecution of the Action. It further appears that the Settlement
3 has been reached as the result of intensive, serious and non-collusive, arms'-length negotiations.
4

5 6. A hearing (the "Final Approval Hearing") shall be held before this Court on June
6 28, 2024, at 1:30 p.m. in Department CX 103, at the Superior Court of the State of California for
7 the County of Orange, 751 W. Santa Ana Blvd., Santa Ana, California 92701, to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Stipulation is fair, adequate and
10 reasonable and should be finally approved by the Court; whether a Judgment, as provided in the
11 Stipulation, should be entered herein; whether the plan of allocation contained in the Stipulation
12 should be approved as fair, adequate and reasonable to the Class Members; and to finally
13 approve Class Counsel's Attorney's Fees and Litigation Costs Award, the Named Plaintiff's
14 Service Award, the PAGA payment to the LWDA, and the settlement administration expenses.
15 The Final Approval hearing may be continued without further notice to Plaintiffs. The Parties
16 shall file a Motion for Final Approval on or before June 14, 2024.
17

18 7. The Stipulation specifies an Attorneys' Fees award in an amount not to exceed
19 \$91,666.67, Litigation Costs in an amount not to exceed \$10,000, a Service Award of \$7,500 to
20 each of the Named Plaintiffs, \$6,300 for Settlement Administration Expenses, and \$15,000.00 to
21 the Labor and Workforce Development Agency ("LWDA") as the LWDA's 75% share of the
22 \$20,000.00 allocated to Private Attorney General Act ("PAGA") claims in this Action.
23 However, the Court will not approve the amount of Attorney's Fees and Litigation Costs, claims
24 administration expenses, or the amount of the Service Award until the Final Approval Hearing.
25 If the Court decides to award less than the amounts set forth above, then funds associated with
26 the Individual Settlement Awards of Plaintiffs who have submitted valid and timely requests for
27 exclusion shall be included in the Payout Fund and will be distributed amongst Class Members
28

1 in accordance with the formulas above. Funds associated with Unlocated Plaintiffs and
2 uncashed checks will be sent to the California State Controller's Office Unclaimed Property
3 Fund in the name of the class member. It appears to the Court that this provision is appropriate,
4 fair, and reasonable.
5

6 8. The Court hereby approves, as to form and content, the Notice annexed as
7 Exhibit A to the Stipulation. The Court finds that the distribution of the Notice substantially in
8 the manner and form set forth in the Stipulation and this Order meets the requirements of due
9 process, is the best notice practicable under the circumstances, and shall constitute due and
10 sufficient notice to all persons entitled thereto.
11

12 9. The Court hereby appoints Simpluris, Inc. as Settlement Administrator and
13 hereby directs the Settlement Administrator to mail or cause to be mailed to Plaintiffs the Notice
14 by first class mail within ten (10) calendar days after the receipt of the Class List and Data from
15 Defendant or the date of this Order, whichever is later (the "Notice Date") using the procedures
16 set forth in the Stipulation. Plaintiffs who do not opt out of the class settlement will become
17 Class Members and will automatically receive their Individual Settlement Awards.
18

19 10. Any Plaintiff may choose to opt out of and be excluded from the Class as
20 provided in the Notice by following the instructions for requesting exclusion from the Class that
21 are set forth in the Notice. All requests for exclusion must be submitted within 45 days of the
22 mailing of the Notice, or in the event the Notice is undeliverable and is remailed, 45 days from
23 that date of remailing. Any such person who chooses to opt out of and be excluded from the
24 Class will not be entitled to any recovery under the Settlement and will not be bound by the
25 Settlement or have any right to object, appeal or comment thereon. Any written request to opt
26 out must be signed by each such person opting out. Class Members who have not requested
27 exclusion shall be bound by all determinations of the Court, the Stipulation and Judgment.
28

1 11. Any Class Member may appear at the Settlement Hearing and may object or
2 express his or her views regarding the Settlement, and may present evidence and file briefs or
3 other papers, that may be proper and relevant to the issues to be heard and determined by the
4 Court as provided in the Notice. The deadline for written objections, however, is 45 days from
5 the date of the mailing (or remailing) of the Notice.

6
7 12. The Class Members and PAGA Members have a right to dispute the calculation
8 of their pay periods or workweeks with the claim's administrator, who shall timely and in good
9 faith resolve those disputes.

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11 13. Class Members who are PAGA Members cannot opt out of the PAGA
12 Settlement, will be bound by the PAGA release, and will receive their individual PAGA
13 payments.

14
15 14. All settlement administration expenses shall be paid from the Settlement Fund.
16 The Claims Administrator must provide a copy of its invoice with its declaration regarding
17 administration of the settlement.

18
19 15. To the extent permitted by law, pending final determination as to whether the
20 settlement contained in the Stipulation should be approved, the Plaintiffs, whether directly,
21 representatively, or in any other capacity, whether or not such persons have appeared in the
22 Action, shall not institute or prosecute any Released Claims against the Released Parties. The
23 Settlement is not a concession or admission, and shall not be used against Defendant or any of
24 the Released Parties as an admission or indication with respect to any claim of any fault or
25 omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally
26 approved, neither the Settlement, nor any document, statement, proceeding or conduct related to
27 the Settlement, nor any reports or accounts thereof, shall in any event be:

1 a. Construed as, offered or admitted in evidence as, received as or deemed to be
2 evidence for any purpose adverse to the Released Parties, including, but not
3 limited to, evidence of a presumption, concession, indication or admission by
4 Defendant or any of the Released Parties of any liability, fault, wrongdoing,
5 omission, concession or damage; or

6
7 b. Disclosed, referred to, or offered or received in evidence against any of the
8 Released Parties in any further proceeding in the Action, or in any other civil,
9 criminal or administrative action or proceeding, except for purposes of settling
10 the Action pursuant to the Stipulation.
11

12 16. As of the date this Order is signed, all dates and deadlines associated with the
13 Action shall continue to be stayed, other than those related to the administration of the
14 Settlement of the Action. The Court retains continuing jurisdiction over this proposed
15 settlement pursuant to CCP §664.6.
16

17 17. The Class Members and PAGA Members will be notified of the Final Judgment
18 by the Claims Administrator, who will maintain a copy of the Judgment on its website that will
19 be accessible by the Class Members and PAGA Members.
20

21 18. In the event the Settlement does not become effective in accordance with the
22 terms of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or
23 fails to become effective for any reason, this Order shall be rendered null and void and shall be
24 vacated, and the Parties shall revert to their respective positions as of before entering into the
25 Stipulation.
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1 19. The Court reserves the right to adjourn or continue the date of the Settlement
2 Hearing and all dates provided for in the Stipulation without further notice to Plaintiffs, and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 Dated: MAR 27 2024



THE HONORABLE LON HURWITZ
JUDGE OF THE SUPERIOR COURT