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Attorneys for Plaintiff JESUS LOPEZ,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

JESUS LOPEZ, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

ECOLOGY AUTO PARTS INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 21STCV15403
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Elihu M. Berle
DEPT: 6

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

Date: May 04, 2023
Time: 9:00 a.m.
Dept.: 6

1 **ORDER**

2 This matter came on for hearing on May 04, 2023 at 9:00 a.m. in Department 6 of the above-
3 captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms
4 and conditions set forth in the Stipulation for Class Action Settlement (hereinafter “Settlement
5 Agreement”).

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's
9 duty to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to
11 Settlement Class Members in accordance with due process requirements, and to set a Final Approval
12 Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and
13 reasonableness of any proposed settlement, and having heard the argument of Counsel for the
14 respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
15 **AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Total Settlement Amount (“TSA”) is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE**
25 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
26 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
27 **ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR**
28 **SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC AND BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary TSA of \$1,000,000.00.
8 Defendant will pay out the entirety of the TSA to the Participating Class Members and PAGA
9 Members, less deductions for attorneys' fees and costs, the service payment, reasonable expenses
10 of the third-party Settlement Administrator, and the LWDA for PAGA penalties.

11 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
12 been established to support conditional certification of the Settlement Class for settlement purposes,
13 with Plaintiff acting as the Class Representative.

14 The Court hereby appoints, for settlement purposes, Plaintiff JESUS LOPEZ as the Class
15 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
16 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
17 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

18 The Class as identified in the Settlement is provisionally certified by this Order.

19 The Court finds that the proposed manner of class notice is adequate.

20 The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

21 The Court further hereby approves the proposed Notice of Class Action Settlement and
22 Orders to the notice to be mailed to the Settlement Class.

23 The Court finds that the Notice of Class Action Settlement constitutes the best notice
24 practicable under the circumstances, is in full compliance with the laws of the State of California
25 and, to the extent applicable, the United States Constitution and the requirements of due process.
26 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
27 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
28 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to

1 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
2 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
3 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
4 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
5 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
6 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
7 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
8 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
9 documentation in support of or in opposition to and appear in connection with said hearing.

10 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
11 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
12 last known address of the Settlement Class, as specifically described within the Settlement
13 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
14 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

15 Within fifteen (15) calendar days of the Court granting preliminary approval of this
16 Agreement, Defendant shall provide the Settlement Administrator with the Class Information for
17 purposes of mailing the Class Notice. The Settlement Administrator shall maintain the Class
18 Information as private and confidential and shall not disclose such data to any persons or entities
19 other than Counsel for Defendant, except that, subject to Defendant's approval, relevant
20 information can be provided to Class Counsel if necessary for Class Counsel to respond to
21 inquiries or requests from Class Members. The Class Information is being supplied solely for
22 purposes of the administration of the Settlement set forth in this Agreement and cannot be used by
23 the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the
24 Class Information will not be used to solicit Class Members to file any claim, charge, or complaint
25 of any kind whatsoever against the Defendant and/or the Released Parties and will only be used to
26 administer the Settlement under the terms provided herein.

27 IT IS FURTHER ORDERED that within twenty (20) days of receipt of the Class
28 Information, the Settlement Administrator will mail copies of the Class Notice via regular First-

1 Class U.S. Mail.

2 IT IS FURTHER ORDERED that any Class Notice returned to the Settlement
3 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
4 conduct an advanced skip trace to locate the most current address of the person to whom the
5 Notice was addressed, and shall resend the Notice to any updated address within ten (10) calendar
6 days. Further, the Settlement Administrator shall promptly re-mailed returned notices to the
7 forwarding address affixed thereto. Class Members who receive a re-mailed Class Notice shall
8 have their Response Deadline extended twenty (20) days from the original Response Deadline.

9 IT IS FURTHER ORDERED that Class Members who disagree with the number of Eligible
10 Workweeks stated on their Class Notice may provide documentation and/or a written explanation
11 to the Settlement Administrator to show contrary information by the Response Deadline. If there is
12 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
13 adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility
14 for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The
15 Settlement Administrator's determination of the eligibility for and amount of any Individual
16 Settlement Payment will be binding upon the Class Members and the Parties. Defendant's records
17 will be given a rebuttable presumption of accuracy.

18 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
19 concerning the administration of the Settlement will be resolved by the Court under the laws of the
20 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
21 in good faith to attempt to resolve the dispute without involving the Court.

22 IT IS FURTHER ORDERED that individuals who fall within the definition of the Class
23 may choose to exclude themselves as Participating Class Members. The Class Notice shall state
24 that Class Members who wish to exclude themselves from the Settlement must submit a request to
25 exclude themselves that need not be in any particular form and will be considered a valid request
26 for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be
27 included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date
28 of birth, and current address along with his/her/their signature. No requests for exclusion shall be

1 accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions.
2 Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting
3 that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for
4 exclusion or whether a written communication constitutes a valid request that cannot be resolved
5 between the

6 Parties shall be determined by the Court, whose determination shall be final

7 IT IS FURTHER ORDERED that every Class Member who does not validly and timely
8 exclude themselves shall be deemed a Participating Class Member.

9 IT IS FURTHER ORDERED that the Class Notice shall state that Class Members who
10 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
11 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
12 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
13 the exclusive means for determining that a Notice of Objection was timely received. Any Class
14 Member who makes a timely request for exclusion has waived their right to object. The Objecting
15 Class Member shall inform the Court and the Parties in the objection of (1) full name and current
16 address of the Objecting Class Member; and (2) the specific reason(s) for the objection; and (3)
17 shall also provide any and all evidence and supporting papers (including, without limitation, all
18 briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class
19 Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or
20 in opposition to the class action settlement, must state so in the objection. Class Members shall
21 have no right to object to the PAGA release or PAGA Payment.

22 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on September
23 28, 2023 at 9:00 AM. in Department 6 of the above captioned Courthouse to consider the fairness,
24 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
25 Granting Preliminary Approval, and to consider the application of Class Counsel for an award of
26 attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
27 Approval Hearing to another date at its discretion.

28 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting

1 Final Approval and application for attorneys' fees and costs and class representative enhancement
2 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
3 Approval Hearing.

4 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
5 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
6 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
7 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
8 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
9 Agreement.

10 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
11 this matter except those contemplated herein and in the Settlement Agreement are stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
13 Hearing from time to time without further notice to the Class.

14 **IT IS SO ORDERED.**

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16 Dated: _____, 2023

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

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