

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JOSE LOPEZ CUADRAS, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; OMAR LOPEZ CUADRAS
and EDWIN LOPEZ CUADRAS, on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

v.

GUINN CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-21-101520 JEB

CLASS ACTION

*[Assigned for all purposes to: J. Eric
Bradshaw, Dept. J]*

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

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of Justin F. Marquez, and the
Declarations of Plaintiffs]*

PRELIMINARY APPROVAL HEARING

Date: August 8, 2023

Time: 8:30 a.m.

Dept: J

Complaint filed: July 2, 2021

Trial date: Not set

1 The Court has before it Plaintiffs Jose Lopez Cuadras, Omar Lopez Cuadras, and Edwin
2 Lopez Cuadras (collectively, “Plaintiffs”) Motion for Preliminary Approval of Class Action
3 Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement,
4 the Declaration of Justin F. Marquez, the Class Action and PAGA Settlement Agreement and
5 Class Notice (which is referred to here as the “Settlement Agreement”), and good cause
6 appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs Jose Lopez Cuadras, Omar
11 Lopez Cuadras, and Edwin Lopez Cuadras and Defendant Guinn Corporation (“Defendant”),
12 attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Preliminary
13 Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$250,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (\$7,500.00) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (\$2,500.00) will be paid to eligible Aggrieved Employees; (c) Class
22 Representative service payment of up to \$10,000.00 for each Plaintiff; (d) Class Counsel’s
23 attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$83,333.33), and
24 up to \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; (e) Settlement
25 Administration Costs of up to \$10,000.00; and (f) Defendant’s share of employer payroll taxes
26 on the portion of Individual Class Member payments allocated to wages.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

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

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): "all persons employed by Defendant in California and classified as
19 non-exempt employees who worked for Defendant during the Class Period."

20 6. "Class Period" means the period from January 5, 2017 to January 10, 2023.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Jose Lopez Cuadras, Omar Lopez Cuadras, and Edwin Lopez Cuadras. The Court further preliminarily approves Plaintiffs' ability to request an incentive award up to \$10,000.00 each.

9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of 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 (i.e., \$83,333.33), and costs not to exceed \$20,000.00.

10. The Court appoints CPT 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 the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice 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. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	August 23, 2023
Settlement Administrator to mail the Notice Packets	September 6, 2023
Response Deadline	October 23, 2023
Deadline to Respond to Objections	October 23, 2023

1	Deadline for Administrator to Submit Report	November 3, 2023
2	Deadline to file Motion for Final Approval,	November 9, 2023
3	Request for Attorney's Fees and Costs, and	
4	Service Awards to Plaintiffs	
5	Final Approval Hearing	December 6, 2023

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

8 **IT IS SO ORDERED.**

9
10
11 DATE:

Hon. J. Eric Bradshaw
Kern County Superior Court

Lopez Cuadras, et al. v. Guinn Corporation, et al.
BCV-21-101520-JEB

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

John T. Egley (SBN 232545)
jegley@calljensen.com
 Ellen Connelly Cohen (SBN 276458)
ecohen@calljensen.com
 Connie Valles
cvalles@calljensen.com
 Julie Sandoval
jsandoval@calljensen.com
CALL & JENSEN
 610 Newport Center Drive, Suite 700
 Newport Beach, California 92660
 Telephone: (949) 717-3000
 Facsimile: (949) 717-3100

(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.

Executed this **July 7, 2023**, at Los Angeles, California.

Ashley Narinyans