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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

GUADALUPE GUARISTA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and TENISHA KATHERINE
HOWARD and JENNIFER LOPEZ-
TRIGUEROS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UROLOGIC INSTITUTE OF THE HIGH
DESERT, INC., a corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2125029

[Consolidated with Case No. CIVSB213340]

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Jessica Morgan, Dept. S-26]

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

[Filed concurrently with: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; Declaration of Justin F. Marquez; Declaration of Plaintiff Guadalupe Guarista; Declaration of Plaintiff Tenisha Katherine Howard; Declaration of Jennifer Lopez-Trigueros; Declaration of Lisa Mullins; Declaration of Ahllam H. Berri, Esq.; and Declaration of Dr. Pedram Ilbeigi]

PRELIMINARY APPROVAL HEARING

Date: December 19, 2024

Time: 8:30 a.m.

Dept: S-26

Complaint filed: August 27, 2021

Trial date: Not set

1 The Court has before it Plaintiffs Guadalupe Guarista, Tenisha Katherine Howard, and
2 Jennifer Lopez-Trigueros' (collectively, "Plaintiffs") Motion for Preliminary Approval of Class
3 Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action
4 Settlement, the Declarations of Justin F. Marquez, Plaintiff Guadalupe Guarista, Plaintiff
5 Tenisha Katherine Howard, Plaintiff Jennifer Lopez-Trigueros, Lisa Mullins, Ahllam H. Berri,
6 Esq., and Dr. Pedram Ilbeigi, the Class Action and PAGA Settlement Agreement and Class
7 Notice (which is referred to here as the "Settlement Agreement"), and good cause appearing,
8 the Court hereby finds and orders as follows:

9 1. The Court finds, on a preliminary basis, that the Settlement Agreement appears
10 to be fair, adequate, and reasonable and therefore meets the requirements for preliminary
11 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
12 based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendant
13 Urologic Institute of the High Desert, Inc. ("Defendant," and together with Plaintiffs, the
14 "Parties"), attached to the Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action Settlement as Exhibit 1.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$200,000.00 to cover: (a) settlement payments to class members who do not validly opt out; (b)
21 a \$10,000.00 Private Attorneys General Act ("PAGA") payment, with 75% of which
22 (\$7,500.00) being paid to the Labor & Workforce Development Agency ("LWDA") and 25%
23 (\$2,500.00) being paid to eligible aggrieved employees; (c) Class Representative service
24 payments of up to \$5,000.00 for Plaintiff Guadalupe Guarista and \$1,000.00 each for Plaintiffs
25 Tenisha Katherine Howard and Jennifer Lopez-Trigueros; (d) Class Counsel's attorneys' fees,
26 not to exceed 33.333333% of the Gross Settlement Amount (\$66,666.67) and up to \$20,000.00
27 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
28 Administration Costs of up to \$15,000.00.

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A final fairness hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
15 of claims for penalties under the PAGA, and the class representatives' enhancement awards
16 should be finally approved as fair, reasonable and adequate as to the members of the class is
17 hereby set in accordance with the Implementation Schedule set forth below.

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

21 6. "Class Period" means the period from August 27, 2017 to October 27, 2022, or
22 alternatively, the New Class Period End Date.

23 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiffs 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 Representatives, for settlement purposes only, Plaintiffs Guadalupe Guarista, Tenisha Katherine Howard, and Jennifer Lopez-Trigueros. The Court further preliminarily approves Plaintiffs' ability to request incentive awards up to \$5,000.00 to Plaintiff Guadalupe Guarista and \$1,000.00 each to Plaintiffs Tenisha Katherine Howard and Jennifer Lopez-Trigueros.

9. The Court appoints, for settlement purposes only, Justin F. Marquez 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 Gross Settlement Amount (\$66,666.67), 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 \$15,000.00.

11. The Court preliminarily approves _____ as the *cy pres* recipient.

12. 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.

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	Within 21 days of the Court's order granting Plaintiffs' Motion for Preliminary Approval
Settlement Administrator to mail the Notice	Within 14 days of receipt of the Class Data

	from Defendant
Response Deadline	60 days after the Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m. in Department S-26. The hearing may be continued to another date without further notice to the Class Members.

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:

Hon. Jessica Morgan
San Bernardino County Superior Court

Guarista v. Urologic Institute of The High Desert, Inc., et al.
CIVSB2125029

PROOF OF SERVICE