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

AURELIO HERNANDEZ, individually, and on
behalf of all others similarly
situated,

Plaintiff,

v.

ADVANCED STRUCTURAL
TECHNOLOGIES, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 56-2021-00557782-CU-OE-VTA

CLASS ACTION

*[Assigned for all purposes to Judge Henry
Walsh, Dept. 42]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S 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; and the Declarations
of Justin F. Marquez, Aurelio Hernandez,
Tamar Tellado, and Julie Green.]*

PRELIMINARY APPROVAL HEARING

Date: April 7, 2023
Time: 8:30 a.m.
Dept: 42

RESERVATION NO. 2714668

1 The Court has before it Plaintiff Aurelio Hernandez's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declarations of Justin F. Marquez, Aurelio Hernandez,
4 Tamar Tellado, and Julie Green , the Class Action and PAGA Settlement Agreement and Class
5 Notice (which is referred to here as the "Settlement Agreement"), and good cause appearing,
6 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 Plaintiff Aurelio Hernandez and
11 Defendant Advanced Structural Technologies, Inc. ("Defendant"), attached to the Declaration
12 of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 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 \$726,475 to cover (a) settlement payments to class members who do not validly opt out; (b) a
19 \$25,000.00 payment to the State of California, Labor & Workforce Development Agency for its
20 share of the settlement of claims for penalties under the Private Attorneys General Act, with
21 75% of which (\$18,750.00) will be paid to the LWDA and 25% (\$6,250.00) will be paid to
22 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
23 for Plaintiff Aurelio Hernandez; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of
24 the Gross Settlement Amount (\$242,158.33), and up to \$20,000.00 in costs for actual litigation
25 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$15,000.00.

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 representative's enhancement award should be
15 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
16 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 an
19 hourly-paid or non-exempt employee during the Class Period."

20 6. "Class Period" means the period from February 2, 2017 to January 6, 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) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff 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.

1 8. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiff Aurelio Hernandez. The Court further preliminarily approves Plaintiff's ability to
3 request an incentive award up to \$10,000.00.

4 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Christina
5 M. Le, and Zachary D. Greenberg of Wilshire Law Firm, PLC as Class Counsel. The Court
6 further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-
7 third of the Total Settlement Amount (\$242,158.33), and costs not to exceed \$20,000.00.

8 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$15,000.00.

10 11. The Court approves, as to form and content the Class Notice, attached to the
11 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
12 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 12. The parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

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

19 14. The Court orders the following Implementation Schedule:

21 Defendant to provide Class List to the	[15 days after the Court grants Preliminary
22 Settlement Administrator	Approval of the Settlement]
23 Settlement Administrator to mail the Class	[14 days after the Settlement Administrator
24 Notice	receives the Class List]
25 Response Deadline	[45 days after the Settlement Administrator
26	mails the Class Notice]
27 Deadline to Respond to Objections	[45 days after the Settlement Administrator
28	

	mails the Class Notice]
	[45 days after the Settlement Administrator
Deadline for Administrator to Submit Report	mails the Class Notice]
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	[14 days after the Response Deadline]
Final Approval Hearing	July __, 2023 at 8:30 a.m.

15. 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. Henry Walsh
Ventura County Superior Court

PROOF OF SERVICE

Aurelio Hernandez v. Advanced Structural Technologies, Inc.
56-2021-00557782-CU-OE-VTA

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy Sespene, 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 ssespene@wilshirelawfirm.com.

On **March 14, 2023**, I served the foregoing **[PROPOSED] 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:

John A. Haubrich (SBN 228341)
John.haubrich@lewisbrisbois.com
Tamar Tellado (SBN 347573)
Tamar.Tellado@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH
633 W 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900

Attorneys for Defendant,
ADVANCED STRUCTURAL TECHNOLOGIES, INC., et al.

(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.

(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.

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

Executed on March 14, 2023, at Los Angeles, California.



Sandy Sespene