

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SISKIYOU

MARIA GLORIA F. GUINTO, an individual,
on behalf of herself and others similarly
situated

PLAINTIFF,

v.

C&K MARKET, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. SCCV-CVCV-2021-0964

**[PROPOSED] SUPPLEMENTAL
AMENDED ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 12, 2023

Time: 9:30 a.m.

Dept.: 2

Complaint Filed: September 1, 2021

Trial Date: None Set

1 The Motion for Supplemental Order Granting Preliminary Approval of the Class Action
2 and PAGA Settlement Agreement and Class Notice (“Agreement”), a copy of which is attached
3 as to the Declaration of Eric B. Kingsley as Exhibit “1”, originally came before this Court on
4 February 23, 2023 and was continued to April 6, 2023 and May 4, 2023. The Court, having
5 considered the papers and supplemental filings submitted in support of the motion of the parties,
6 **HEREBY ORDERS THE FOLLOWING:**

7 1. The Court has been made aware of the change in circumstances. The Court grants
8 preliminary approval of the Agreement and the Class based upon the terms set forth in the
9 Agreement filed herewith. The Settlement is fair, adequate, and reasonable to the Class. The
10 Court finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b)
11 the Agreement is sufficient to warrant notice of the Settlement to persons in the Class and a full
12 hearing on the final approval of the Settlement.

13 2. “Class” means all individuals who are employed or have been employed as an
14 hourly employee by C&K MARKET, INC., in the State of California who worked one or more
15 pay periods during the Class Settlement Period.

16 3. The “Class Settlement Period” is September 1, 2017 through September 19, 2022.

17 4. “Aggrieved Employee” or “PAGA Member” means all individuals who are
18 employed or have been employed as an hourly employee by C&K MARKET, INC., in the State
19 of California who worked one or more pay periods during the PAGA Settlement Period.

20 5. The “PAGA Settlement Period” means the period from September 1, 2020 through
21 September 19, 2022.

22 6. The Settlement falls within the range of reasonableness and appears to be
23 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
24 and final approval by this Court.

25 7. The Court makes the following preliminary findings for settlement purposes
26 only:

27 A. The Class, which consists of approximately 1,024 persons, is so numerous
that joinder of all members is impracticable;

28 B. There appear to be questions of law or fact common to the Class for

purposes of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Agreement as Exhibit A (Class Notice) as amended by this Order. The Court orders dissemination of the Class Notice.

9. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Class Notice to Class Members.

10. The Court approves the procedure for Class Members to become Participating Class Members as set forth in the Notice to Class Members.

11. The Court directs the mailing of the Notice to Class Members by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

13. The Court confirms the named Plaintiff in the operative complaint in the Action as the Class Representative. The Court preliminarily approves a Class Representative Service Payment of \$20,000 to Plaintiff GUINTO.

14. The Court approves Xpand Legal as the Administrator.

15. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.* ("PAGA"), statutory notice of this Settlement has been and will

continue to be given to the Labor & Workforce Development Agency.

16. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	May 4, 2023
b.	Deadline for Defendant to Provide Class Data to Administrator	15 business days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Opt-Out	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	January 29, 2024 (16 Court days prior to hearing)
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	January 29, 2024 (16 Court days prior to hearing)
h.	Final Approval Hearing	February 22, 2024

17. IT IS FURTHER ORDERED that the Court will hold a Case Management Conference on September 7, 2023 at 9:30 in conjunction with the Final Approval Hearing.

18. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

1 19. IT IS FURTHER ORDERED that, pending further Order of this Court, all
2 proceedings in this matter except those contemplated herein and in the Agreement are hereby
3 stayed.

4 20. The Court expressly reserves the right to adjourn or continue the Final Fairness
5 Hearing from time to time without further notice to members of the Class.

6
7 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 18, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] SUPPLEMENTAL AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Grace Y. Horoupian
ghoroupian@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Via electronic mail transmission

Gregory L. Blueford
gblueford@fisherphillips.com
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, California 95814
Via electronic mail transmission

Maria Gloria F Guinto
396 East Lake St
Weed, CA 96094
mguinto8668@gmail.com
Via electronic mail transmission and U.S. mail

[XX] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 18, 2023, at Woodland Hills, California.



Michelle Tanzer