

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiff ANIVAL SALAZAR,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 ANIVAL SALAZAR, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 AMERICAN INTEGRATED SERVICES,
25 INC., a California Corporation; and DOES 1-
26 50, inclusive,

27 Defendant.

Case No. 22STCV05538

Assigned for all Purposes to:
Hon. Maren Nelson
Dept. 17

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

Date: February 6, 2024
Time: 9:00 a.m.
Dept.: 17

ORDER

This matter came on for hearing on February 6, 2024 at 9:00 a.m. in Department 17 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Stipulation of Class Action and PAGA Settlement (hereinafter “Settlement Agreement”).

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

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

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

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Anival Salazar v. American Integrated Services, Inc.*, Case No. 22STCV05538
5 (the "Lawsuit") and all terms used herein shall have the same meanings as set forth in the Settlement
6 Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendant has agreed to a non-reversionary GSA of \$965,000.00. The
13 GSA includes without limitation any and all payments Defendant may be responsible for under the
14 Settlement, including any Attorneys' Fees and Attorneys' Costs to Class Counsel, Enhancement
15 Payment, the Class Member Payments, the PAGA Payment (which includes payment to the
16 LWDA), Settlement Administration Costs, and all payroll taxes (excluding employer-side payroll
17 taxes) due and owing as a result of the Settlement.

18 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
19 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
20 acting as the Class Representative.

21 The Court hereby appoints, for settlement purposes, Plaintiff ANIVAL SALAZAR as the
22 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
23 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
24 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

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

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

27 The Court approves Apex Class Action LLC, to serve as the Settlement Administrator.

28 The Court further hereby approves, as to form and content, the proposed Notice of Class

1 Action Settlement and Orders the notice to be mailed to the Settlement Class.

2 The Court finds that the Notice of Class Action Settlement constitutes the best notice
3 practicable under the circumstances, is in full compliance with the laws of the State of California
4 and, to the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
6 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
7 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
8 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
9 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
10 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
11 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
12 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
13 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
14 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
15 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
16 documentation in support of or in opposition to and appear in connection with said hearing.

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

22 Within 15 business days of Preliminary Approval, Defendant shall provide the Settlement
23 Administrator with the Employee List for purposes of mailing the Class Notice. The Settlement
24 Administrator shall maintain the Employee List as private and confidential and shall not disclose
25 such data to any persons or entities other than Counsel for Defendant, except that, subject to
26 Defendant's approval, relevant information can be provided to Class Counsel if necessary for
27 Class Counsel to respond to inquiries or requests from Class Members. The Employee List is
28 being supplied solely for purposes of the administration of the Settlement set forth in the

1 Settlement Agreement and cannot be used by the Settlement Administrator or Class Counsel for
2 any other purpose. The Parties agree that the Employee List will not be used to solicit the
3 Settlement Class to file any claim, charge, or complaint of any kind whatsoever against the
4 Defendant and/or the Released Parties and will only be used to administer the Settlement under the
5 terms provided herein.

6 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
7 Administrator's receipt of the Class List from Defendant, the Settlement Administrator will mail
8 copies of the Class Notice via regular First-Class U.S. Mail and follow the procedures set forth in
9 the Settlement Agreement.

10 IT IS FURTHER ORDERED that with respect to Notices of Settlement that are returned as
11 undeliverable on or before the Response Deadline, i.e., the deadline by which Class Members
12 must submit a Request for Exclusion, the Settlement Administrator will search for an alternate
13 address by way of skip-trace and re-mail the Notices of Settlement within five (5) calendar days.
14 There shall be no obligation to re-mail a Notice of Settlement more than one (1) time.

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

19 IT IS FURTHER ORDERED that individuals who fall within the definition of the Settlement
20 Class may choose to exclude themselves as Settlement Class Members. Settlement Class
21 individuals who wish to exclude themselves from the Settlement Class must do so by the Response
22 Deadline. The Class Members requesting to be excluded must submit a signed, written statement
23 requesting exclusion from the Settlement Class by no later than forty-five (45) calendar days from
24 the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th day
25 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the
26 next day on which the U.S. Postal Service is open.

27 The Request for Exclusion must: (a) contain the case name and number of the Combined
28 Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number,

1 and the last four digits of the Social Security number of the Class Member requesting exclusion; (d)
2 clearly state that the Class Member does not wish to be included in the Settlement; and (e) be
3 returned by mail to the Settlement Administrator at the specified address, postmarked on or before
4 the Response Deadline.

5 Any individual in the Settlement Class who opts out of the Settlement Class will not be
6 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
7 or have any right to object, appeal or comment in Court on the Settlement. Settlement Class
8 individuals who fail to submit a valid and timely request for exclusion on or before the
9 Objection/Exclusion Deadline Date shall be Settlement Class Members and shall be bound by all
10 terms of the Class Settlement and any Final Judgment entered in the Lawsuit if the Settlement is
11 finally approved by the Court. However, Settlement Class individuals cannot opt out of the PAGA
12 Settlement and release of the PAGA claims set forth in the Settlement Agreement.

13 IT IS FURTHER ORDERED that Settlement Class individuals who wish to object to the
14 Class Settlement, but not the PAGA settlement, must submit a written statement objecting to the
15 Settlement to the Settlement Administrator no later than the Exclusion/Response Deadline Date.
16 A written objection must contain (a) the case name and number of the Combined Action; (b) the
17 objector's full name, signature, address, and telephone number, and the last four digits of the Class
18 Member's Social Security number; (c) a written statement of all grounds for the objection
19 accompanied by any legal support for such objection (if any); and (d) copies of any papers, briefs,
20 or other documents upon which the objection is based (if any).

21 No PAGA Aggrieved Employee may opt out or otherwise be excluded from the PAGA
22 Payment, as no such right exists under the law.

23 Any individual in the Settlement Class who fails to file and serve timely written objections
24 in the manner specified above shall remain Settlement Class Members and shall be deemed to
25 have waived any objections and shall be foreclosed from making any objection (whether by appeal
26 or otherwise) to the Settlement.

27 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
28 _____ at _____. before the Honorable Maren Nelson in Department 17. At the

1 Final Approval hearing, the Court will determine whether the Settlement should be finally approved
2 as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
3 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the
4 amount properly payable for (i) the Attorneys' Fees and Attorneys' Costs, (ii) Enhancement
5 Payment, (iii) the Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA
6 Payments.

7 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
8 Final Approval and application for attorneys' fees and attorneys' costs and class representative
9 Enhancement Payment shall be filed with this Court No later than thirty (30) calendar days before
10 the Final Approval Hearing.

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

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

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

21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2023

Honorable Maren Nelson

JUDGE OF THE SUPERIOR COURT

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