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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 DANIEL LOPEZ, individually, on a
12 representative basis, and on behalf of all others
13 similarly situated;

14 Plaintiff,

15 vs.

16 MARTINEZ CONCRETE, INC., a California
17 Corporation, ROBERTO MARTINEZ, an
18 Individual, and DOES 1 through 20, inclusive;

19 Defendants.
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Case No.: CIVSB2208282
*[Assigned to Hon. Joseph Ortiz, Dept. S17,
for all purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
 - 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
 - 3) **DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
 - 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**
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1 Having considered the Class Action Settlement Agreement and Release of Claims (the
2 “Settlement Agreement”) between Plaintiff Daniel Lopez and Defendants Martinez Concrete,
3 Inc., and Roberto Martinez, as well the Memorandum of Points and Authorities in Support of the
4 Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
5 submitted in support of the motion, and all supporting legal authorities and documents,
6 IT IS HEREBY ORDERED:

7 1. The Court grants preliminary approval of the Settlement based upon the terms set
8 forth in the Settlement Agreement. The settlement appears to be fair, adequate and reasonable to
9 the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the
10 Settlement is the result of arms-length negotiations conducted after Class Counsel had
11 adequately investigated the claims and become familiar with the strengths and weaknesses of the
12 claims. The assistance of an experienced mediator in the Settlement process supports the Court's
13 conclusion that the Settlement is non-collusive.

14 2. For settlement purposes only, the Court conditionally certifies the following Class
15 for settlement purposes only:

16 All current and former nonexempt employees employed by
17 Defendant Martinez Concrete, Inc., in California at any time
18 during the Class Period of April 21, 2018, through September 17,
19 2023 (“Class Members”).

20 3. As set forth in the Settlement Agreement, Aggrieved Employees includes:

21 All current and former nonexempt employees employed by
22 Defendant Martinez Concrete, Inc., in California at any time during
23 the PAGA Period of April 21, 2021, through September 17, 2023.

24 4. The class action settlement set forth in the Settlement Agreement between
25 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the
26 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
27 to any objections that may be raised at the Final Approval Hearing.
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1 5. For settlement purposes only, the Court appoints Plaintiff Daniel Lopez as Class
2 Representative and Brian Mankin and Misty Lauby as Class Counsel.

3 6. The Court approves ILYM Group to act as the Administrator.

4 7. The Court approves, as to form and content, the Class Notice and finds that the
5 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
6 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
7 proposed settlement terms and of their options, including: (1) the nature of the action, the
8 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
9 (2) Named Plaintiff's and Class Counsel's applications for the class representative's
10 enhancement award, and Class Counsel's request for attorneys' fees and litigation costs; (3) a
11 formula used to determine the Class Member's estimated payment; (4) Class Members' rights to
12 appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
13 request if a Class Member wishes to do so; and (6) how to obtain additional information
14 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
15 typographical errors in settlement and make clarifications, to the extent the same are found or
16 needed, so long as such corrections do not materially alter the substance of the documents.

17 8. The Court approves the procedure for Class Members to participate in, request
18 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
19 and the Class Notice.

20 9. The Court finds that the deadlines and method set forth in the Settlement
21 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
22 notice practicable under the circumstances, constitute due and sufficient notice to all persons
23 entitled to notice, and otherwise satisfy the requirements of California law and due process.

24 10. Defendants are directed to provide the Administrator, not later than fourteen (14)
25 days after the Preliminary Approval Date, an electronic database containing the Class Data, as
26 set forth in the Settlement Agreement.

27 11. The Court directs the Administrator to calculate the number of Work Weeks
28 credited for each Class Member and Aggrieved Employee, perform address verification

measures and mail the Class Notice by first class mail to the Class Members within 10 days of receipt of the Class Data and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until the Response Deadline (which is 30 days after the mailing of the Class Notice) to submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

November 6, 2023	Preliminary Approval (PA) hearing
November 30, 2023 <i>(24 days after PA)</i>	Deadline for Administrator to complete first mailing of the Class Notice to all Class Members.
December 30, 2023 <i>(30 days after mailing Class Notice)</i>	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and a Service Award.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately February 27, 2024 - 110 days after Preliminary Approval is granted)	Final Approval Hearing.

1 15. A final approval hearing shall be held in this Court on _____
2 at _____ am/pm to determine (1) whether the proposed settlement is fair, reasonable,
3 and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and
4 costs to award to Class Counsel; and (3) the amount of service awards to the Class
5 Representative. The Court may continue or adjourn the final approval hearing without further
6 notice to the Class Notice.

7 16. Neither this Order, the Settlement Agreement, nor any document referred to
8 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
9 may be construed as, or may be used as an admission by or against Defendants or any of the
10 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
11 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
12 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
13 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
14 or defenses by Defendants or any of the other Released Parties and shall not be offered in
15 evidence in any action or proceeding against Defendants or any of the Released Parties in any
16 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
17 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

18 17. The Court may, for good cause shown, extend any of the deadlines set forth in
19 this Order.

20 18. In the event that the Settlement Agreement does not receive final approval or the
21 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
22 shall be vacated.

23 Date: _____

Hon. Joseph Ortiz