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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

IVAN SANCHEZ, individually, and on behalf  
of all others similarly situated,

*Plaintiff,*

v.

DANCO ANODIZING, INC., a California  
corporation; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: 22STCV10916

**CLASS ACTION**

*[Assigned for all purposes to: Hon. Carolyn  
B. Kuhl, Dept. 12]*

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

*[Filed with Notice of Motion and Motion,  
Memorandum of Points and Authorities, the  
Declaration of Justin F. Marquez, and the  
Declaration of Ivan Sanchez]*

**PRELIMINARY APPROVAL HEARING**

Date: June 25, 2024

Time: 10:30 a.m.

Dept: 12

Complaint filed: July 26, 2022

Trial date: Not set

1 The Court has before it Plaintiff Ivan Sanchez' ("Plaintiff") Motion for Preliminary Approval  
2 of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action  
3 Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA Settlement Agreement  
4 and Class Notice (which is referred to here as the "Settlement Agreement"), and good cause  
5 appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be  
7 fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The  
8 Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms  
9 set forth in the Settlement Agreement between Plaintiff Ivan Sanchez and Defendant Danco  
10 Anodizing, Inc. ("Defendant"), attached to the Declaration of Justin F. Marquez in Support of  
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

12 2. The Settlement falls within the range of reasonableness of a settlement which could  
13 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only  
14 to any objections that may be raised at the Final Approval Hearing and final approval by this Court.  
15 The Court notes that Defendant has agreed to create a common fund of \$325,000.00 to cover (a)  
16 settlement payments to class members who do not validly opt out; (b) a \$10,000.00 payment for  
17 penalties under the Private Attorneys General Act, with 75% of which (\$7,500.00) will be paid to  
18 the State of California, Labor & Workforce Development Agency and 25% (\$2,500.00) will be paid  
19 to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$12,500.00 for  
20 Plaintiff Ivan Sanchez; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross  
21 Settlement Amount (\$108,333.33), and up to \$30,000.00 in costs for actual litigation expenses  
22 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$10,000.00.

23 3. The Court preliminarily finds that the terms of the Settlement appear to be within the  
24 range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law.  
25 The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the  
26 class members when balanced against the probable outcome of further litigation relating to class  
27 certification, liability and damages issues, and potential appeals; (2) significant informal discovery,  
28 investigation, research, and litigation have been conducted such that counsel for the parties at this

1 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid  
2 substantial costs, delay, and risks that would be presented by the further prosecution of the litigation;  
3 and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive  
4 negotiations between the Parties with the assistance of a well-respected class action mediator.  
5 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good  
6 faith.

7 4. Pursuant to the Settlement and good cause appearing therefore, this action is hereby  
8 consolidated with Case No. Case No. 22AHCV00398, with the above-captioned matter being the  
9 remaining case.

10 5. A final fairness hearing on the question of whether the proposed settlement, attorneys'  
11 fees and costs to Class Counsel, payment to the State of California, Labor & Workforce Development  
12 Agency for its share of the settlement of claims for penalties under the Private Attorneys General  
13 Act, and the class representative's enhancement award should be finally approved as fair, reasonable  
14 and adequate as to the members of the class is hereby set in accordance with the Implementation  
15 Schedule set forth below.

16 6. The Court provisionally certifies for settlement purposes only the following class (the  
17 "Settlement Class"): "all persons employed by Defendant in California and classified as hourly-paid  
18 or non-exempt employee during the Class Period."

19 7. "Class Period" means the period from March 30, 2018 to December 31, 2023.

20 8. "PAGA Period" means the period from April 8, 2021 to December 31, 2023.

21 9. 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 of law  
24 and fact that are common, or of general interest, to all Settlement Class Members, which predominate  
25 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class  
26 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
27 Settlement Class Members; and (5) a class action is superior to other available methods for the fair  
28 and efficient adjudication of the controversy.

1           10.     The Court appoints as Class Representative, for settlement purposes only, Plaintiff  
2 Ivan Sanchez. The Court further preliminarily approves Plaintiff's ability to request an incentive  
3 award up to \$12,500.00.

4           11.     The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H.  
5 Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further  
6 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the  
7 Total Settlement Amount (\$108,333.33), and costs not to exceed \$30,000.00.

8           12.     The Court appoints Apex Class Action, LLC as the Settlement Administrator with  
9 reasonable administration costs estimated not to exceed \$10,000.00.

10          13.     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 Notice  
12 to Settlement Class Members satisfies due process, provides the best notice practicable under the  
13 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

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

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

18          16.     Any Aggrieved Employees that worked during the PAGA Period will be paid their  
19 allocation of the Individual PAGA Payment and will remain bound by the release of the Released  
20 PAGA Claims in the Agreement regardless of whether they are Participating Class Members.

21          17.     The Court orders the following Implementation Schedule:

|                                                      |                                                  |
|------------------------------------------------------|--------------------------------------------------|
| 22       Defendants to provide Class List to the     | 14 days after the Court grants Plaintiff's       |
| 23       Settlement Administrator                    | Motion for Preliminary Approval                  |
| 24       Settlement Administrator to mail the Notice | 14 days after receipt of the Class List from the |
| 25       Packets                                     | Defendant                                        |
| 26       Response Deadline                           | 45 days after Notice is mailed out by the        |
| 27                                                   | Settlement Administrator                         |
| 28                                                   |                                                  |

|                                                                                                                   |                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deadline to Provide Written Objections, if any                                                                    | 45 days after Notice is mailed out by the Settlement Administrator                                                                                                        |
| Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff | 16 court days before the Final Approval Hearing                                                                                                                           |
| Final Approval Hearing                                                                                            | _____ at _____ a.m./p.m., or first available date thereafter, in Department 12. The hearing may be continued to another date without further notice to the Class Members. |

18. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant or the Released Parties in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant or the Released Parties as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.

19. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action

1 could not be certified as a class action and/or managed as a representative action . In such an event,  
2 the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in  
3 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement  
4 with respect to the effect of the Agreement if it is not approved.

5 20. The Court further ORDERS that, pending further order of this Court, all proceedings  
6 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

7 **IT IS SO ORDERED.**

8  
9  
10 DATE:

\_\_\_\_\_  
11 Hon. Carolyn B. Kuhl  
12 Los Angeles County Superior Court  
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*Sanchez v. Danco Anodizing, Inc., et al.*  
22STCV10916

I, Min Jee Kim, 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., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On April 26, 2024, 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:

Steven A. Groode (SBN 210500)  
sgroode@littler.com  
 Grace L. Waddell (SBN 327186)  
gwaddell@littler.com  
**LITTLER MENDELSON, P.C.**  
 2049 Century Park East, 5th Floor  
 Los Angeles, California 90067-3107  
 Telephone: (310) 553-0308  
 Facsimile: (310) 553-5583

*Attorneys for Defendant*

- (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.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on April 26, 2024, at Los Angeles, California.

  
Min Jee Kim