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**KINGSLEY SZAMET
EMPLOYMENT LAWYERS**
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
JESSI BULAON, Esq., (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 15 2026

BY 
VALERIE URUENA, DEPUTY

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

NANCY MARQUEZ MALDONADO
A.K.A. NANCY MALDONADO
MARQUEZ, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

BALDA C. BREWER, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2219827

[Case Assigned for All Purposes to Hon. Kevin
Lee in Dept. S26]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: May 29, 2026

Time: 8:30 A.M.

Dept.: S26

Complaint Filed: September 8, 2022

FAC Filed: December 20, 2022

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 May 29, 2026, the Honorable Kevin Lee, presiding. The Court, having considered the papers
3 submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the proposed settlement based upon the
5 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement” or
6 “Settlement”) filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
7 Class. The Court finds that: (a) the Agreement resulted from extensive arm’s length negotiations;
8 and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and
9 a full hearing regarding final approval of the Agreement.

10 2. For purposes of this Order, the proposed Class is defined as follows:

11 “all hourly employees of Balda C. Brewer, Inc. who worked one or
12 more pay periods in California during the Covered Period, and those
13 individuals working at Balda C. Brewer, Inc. on an hourly basis
14 through a staffing agency, for one or more pay periods in California
15 during the Covered Period.” (“Class Members” or “Class”)

16 3. The Covered Period is September 8, 2019 through October 6, 2024.

17 4. The Agreement falls within the range of reasonableness and appears to be
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
19 and final approval by this Court.

20 5. The Court makes the following preliminary findings for settlement purposes only:

- 21 A. The Class, which consists of approximately 1,543 persons, is so numerous
22 that joinder of all members is impracticable;
- 23 B. There appear to be questions of law or fact common to the Class for purposes
24 of determining whether this Settlement should be approved;
- 25 C. Plaintiff’s claims appear to be typical of the claims being resolved through
26 the proposed settlement;
- 27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 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.

6. The Court approves, as to form and content, the Notice of Class Action Settlement to Class Members in substantially the form attached to the Agreement as Exhibit "A".

7. The Court approves the procedure for Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

8. The Court approves the procedure for Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

9. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and 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 following 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.

10. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

11. The Court confirms Eric B. Kingsley and Jessi Bulaon of KINGSLEY SZAMET EMPLOYMENT LAWYERS Class Counsel.

12. The Court confirms Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez as Plaintiff.

13. The Court approves Phoenix Class Action Administration Solutions as the Administrator.

14. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Agreement has been and will continue to be given to the Labor & Workforce Development Agency.

15. A final fairness hearing on the question of whether the proposed Agreement, attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs

should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for 10-27-2026 at 830 am (Pacific Time), in Department .

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

a.	Preliminary Approval Granted	
b.	Deadline for Defendant to Provide Class Members' Information to Administrator	30 calendar days from Entry of Preliminary Approval
c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class Data from Defendant
d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court
h.	Final Approval Hearing	<u>10-27-2026</u>

17. 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.

18. IT IS FURTHER ORDERED that, pending further Order of this Court, all

1 proceedings in this matter except those contemplated herein and in the Agreement are hereby
2 stayed.

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

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6 DATED: JUN 15 2026

7  KEVIN C. LEE
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JUDGE OF THE SUPERIOR COURT