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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANN ESPINOZA and DIANA FONTANA,
individually, and on behalf of all others similarly
situated,

Plaintiffs's,

v.

CICON ENGINEERING, INC., a corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV39385

CLASS ACTION

[Assigned for all purposes to Judge Maren Nelson, Dept. 17]

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

[Filed concurrently with: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; Declaration of Justin F. Marquez, Ann Espinoza, Diana Fontana, and Jarrett Gorlick in Support of Motion.

PRELIMINARY APPROVAL HEARING

Date: March 13, 2023
Time: 9:00 a.m.
Dept: 17

Complaint filed: October 26, 2021
SAC filed: November 1, 2022

1 The Court has before it Plaintiffs' Ann Espinoza and Diana Fontana's ("Plaintiffs")
2 Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the
4 Declaration of Ann Espinoza and Diana Fontana, the Joint Stipulation Re: Class Settlement
5 (which is referred herein as the "Settlement" or "Settlement Agreement"), and good cause
6 appearing, the Court hereby finds and orders as follows:

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

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court. The Court notes that Defendant has
15 agreed to create a common fund of \$750,000 to cover: (a) settlement payments to the class
16 members who do not validly opt out; (b) a \$25,000.00 payment for the settlement of claims for
17 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$18,750.00)
18 being paid to the State of California, Labor & Workforce Development Agency ("LWDA") and
19 25% (\$6,250.00) being paid to the Participating PAGA Members; (c) the Class Representative
20 service payment of up to \$10,000.00 for each Plaintiff; (d) Class Counsel's attorneys' fees, not
21 to exceed 33 1/3% of the Gross Settlement Amount (\$250,000.00), and up to \$20,000.00 in costs
22 for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
23 Costs of up to \$10,000.00.

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

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

8 4. A Final Fairness Hearing on the question of whether the proposed settlement,
9 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
10 of claims for penalties under PAGA, and the class representative's enhancement award should
11 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
12 in accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Settlement Class"): "All persons who worked for Defendant in California as an hourly-
15 paid or non-exempt employee during the Settlement Period."

16 6. The Settlement Period means the period from May 1, 2017 to November 7, 2022.

17 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
18 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
19 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
20 questions of law and fact that are common, or of general interest, to the Settlement Class, which
21 predominate over individual issues; (3) plaintiff's claims are typical of the claims of the
22 Settlement Class; (4) Plaintiffs' and Class Counsel will fairly and adequately protect the
23 interests of the Settlement Class; and (5) a class action is superior to other available methods
24 for the fair and efficient adjudication of the controversy.

25 8. The Court appoints as Class Representative, for settlement purposes only,
26 Plaintiffs' Ann Espinoza and Diana Fontana. The Court further preliminarily approves
27 Plaintiffs' ability to request an incentive award up to \$10,000.00 for each Plaintiff (for up to
28 total of \$20,000.00).

1 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
2 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
3 attorneys' fees of up to one-third of the Total Settlement Amount (\$250,000.00), and costs not
4 to exceed \$20,000.00.

5 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
6 reasonable administration costs estimated not to exceed \$15,000.00.

7 11. The Court approves, as to form and content the Notice of Proposed Class Action
8 Settlement, attached to the Settlement Agreement. The Court finds, on a preliminary basis, that
9 the plan for distribution of the Notice to Settlement Class Members satisfies due process,
10 provides the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto.

12 12. The Parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement.

14 13. Any member of the Settlement Class who does not timely and validly request
15 exclusion from the Settlement may object to the Settlement Agreement.

16 14. The Court orders the following Implementation Schedule:

17 Defendant to provide Class List to the 18 Settlement Administrator, as defined in the 19 Settlement Agreement	[15 days after the Court grants Preliminary Approval of the Settlement]
20 Settlement Administrator to mail the Notice 21 Packets	[14 days after receiving the Class Data]
22 Response Deadline (Opt-out or dispute 23 Workweeks)	[45 days after Notice is mailed]
24 Deadline to Provide Written Objections, if 25 any	[45 days after Notice is mailed]
26 Deadline to file Motion for Final Approval, 27 Request for Attorneys' Fees and Costs, and	16 court days before hearing on Motion for Final Approval, which is _____;

Service Award to Plaintiffs'	Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs'
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 17

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

IT IS SO ORDERED.

DATE:

Hon. Maren Nelson
Los Angeles County Superior Court

PROOF OF SERVICE

Espinoza, et al. v. Cicon Engineering, Inc., et al.
21STCV39385

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, 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., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **December 12, 2022**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS'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:

Eric C. Schwettmann, Esq. (SBN 188784)
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Matthew B. Golper, Esq. (SBN 275979)
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Attorneys for Defendant, Cicon Engineering, Inc.

- (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**.
- (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.

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

Executed on December 12, 2022, at Los Angeles, California.



Sandy S. Sespene