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Attorneys for Plaintiff JOSE ROBERTO COCA MOLINA
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOSE ROBERTO COCA MOLINA,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

AMM MARKET, INC., dba MISSION
RANCH MARKET, a California Corporation,

Defendant.

Case No.: 30-2023-01337256-CU-OE-CXC
Related to Case No.: 30-2023-01351378-CU-
OE-CXC

Judge: Hon. Randall J. Sherman
Department: CX105

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

Date: January 3, 2024
Time: 10:00 a.m.

ORDER

This matter came on for hearing on January 3, 2025 at 10:00 a.m. in Department CX105 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 for Class Action 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 Notice of Proposed Settlement Class Action Settlement, 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**

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

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
4 appear to be within the range of reasonableness of a settlement which could ultimately be given
5 final approval by this Court. The Court preliminarily finds that the terms of the Settlement are
6 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendant has agreed to a non-reversionary GSA of \$800,000.00.
8 Defendant will pay out the entirety of the GSA to the Participating Class Members and PAGA
9 Settlement Group Members, less deductions for attorneys' fees and costs, the Named Plaintiff
10 Enhancement Award, reasonable expenses of the third-party Settlement Administrator, and the
11 LWDA for PAGA penalties.

12 The Court finds that the elements of numerosity, commonality, typicality and adequacy
13 have been established to support conditional certification of the Settlement Class for settlement
14 purposes, with Plaintiff acting as the Class Representative.

15 The Court hereby appoints, for settlement purposes, Plaintiff JOSE ROBERTO COCA
16 MOLINA as the Class Representative and finds Plaintiff is an adequate representative for the
17 Settlement Class for settlement purposes. The Court further finds that James Hawkins APLC has
18 preliminarily established adequacy to be appointed as Class Counsel and appoints them as Class
19 Counsel.

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

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

22 The Court approves APEX Class Action Settlement Administration to serve as the
23 Settlement Administrator.

24 The Court further hereby approves the proposed Notice of Class Action Settlement and
25 Orders to the notice to be mailed to the Settlement Class.

26 The Court finds that the Notice of Class Action Settlement constitutes the best notice
27 practicable under the circumstances, is in full compliance with the laws of the State of California
28 and, to the extent applicable, the United States Constitution and the requirements of due process.

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

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

20 Within 14 calendar days after entry of the Preliminary Approval Order, Defendant shall
21 provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a
22 check of the Class Members' addresses against those on file with the U.S. Postal Service's
23 National Change of Address Database. The Class Data provided to the Settlement Administrator
24 will remain confidential, shall be used solely to administer the Settlement, and it will not be
25 used or disclosed to anyone but Class Counsel pursuant to a Stipulated Protective order, except
26 as required by applicable tax authorities, pursuant to Defendant's express written consent, or by
27 order of the Court. Nothing herein shall prevent Class Counsel from communicating with Class
28 Members regarding the Action and Settlement. The Settlement Administrator will be required to

1 sign and provide to Defendant a Certification Regarding Confidential Discovery Materials and
2 to be bound by a Stipulated Protective Order as entered by the Court. The Settlement
3 Administrator shall use due care with respect to the storage, custody, use, and/or dissemination
4 of the confidential information. Such information must be stored in a secure fashion and all
5 persons who access the data must agree to keep it confidential.

6 IT IS FURTHER ORDERED Within 14 calendar days after entry of the Preliminary
7 Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members
8 that identifies each Class Member by name, Social Security Number, and last-known address; and
9 specifies the number of weeks worked by each Class Member in a non-exempt position during
10 the Class Period and the PAGA Period (the "Class List"). Defendant will provide the Class List
11 in an Excel file or other format reasonably acceptable to the Settlement Administrator. The
12 Settlement Administrator will keep the list confidential, except it shall be provided to Class
13 Counsel upon request with Social Security Numbers and address information redacted, and Class
14 Counsel agrees to use such information only for the purposes described in the Settlement
15 Agreement.

16 IT IS FURTHER ORDERED Upon receipt of the Class List, the Settlement Administrator
17 shall perform a search based upon the National Change of Address Database to update and correct
18 any known or identifiable address changes. The Settlement Administrator shall exercise its best
19 judgment to determine the current mailing address for each Class Member. Within 14 calendar
20 days after receipt of the Class List from Defendant, the Settlement Administrator will send the
21 Class Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall
22 be presumed as to each and every Class Member whose Class Notice is not returned to the
23 Settlement Administrator as undeliverable within 14 calendar days after mailing.

24 IT IS FURTHER ORDERED The Settlement Administrator will re-mail any notice packet
25 returned by the United States Postal Service with a forwarding address on or before the expiration
26 of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed
27 Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar
28 days after remailing, received the Class Notice. Class Members who receive a re-mailed Class

1 Notice shall have 45 days from the date of the re-mailing to object, opt out, or dispute the
2 workweeks attributed to him or her.

3 IT IS FURTHER ORDERED The Settlement Administrator will use the appropriate skip
4 tracing and National Change of Address searches to increase the likelihood of delivery of the
5 Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service
6 without a forwarding address upon locating new or alternate addresses after a reasonable search.

7 IT IS FURTHER ORDERED A Class Member will not be entitled to opt out of the
8 settlement established by the Settlement Agreement unless the Class Member submits a valid opt-
9 out request (“Opt-Out Request”). A valid Opt-Out Request must:

- 10 (i) contain the Class Member’s full name and current address;
- 11 (ii) the Action name and/or case number;
- 12 (iii) a statement clearly expressing the Class Member’s desire to be excluded from (or
13 opt out of) the Settlement; and
- 14 (iv) be returned so that it is postmarked on or before the expiration of the Notice Period.

15 Alternatively, a Class Member may fill out the Opt-Out Request Form attached to the Class Notice
16 and return it so that it is postmarked on or before the expiration of the Notice Period. Any Class
17 Members who worked during the PAGA Period and who opt out of the Settlement will still be
18 considered Aggrieved Employees for purposes of the Settlement Agreement.

19 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
20 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
21 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a
22 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class
23 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
24 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
25 Class Counsel and counsel for Defendant. It shall be presumed that if an Opt-Out Request is not
26 postmarked on or before the end of the Notice Period, the Class Member did not make the request
27 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
28 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice

1 Period shall be insufficient to overcome
2 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
3 the Settlement Administrator have the authority to extend the deadline for Class Members to
4 submit
5 a request to opt out of the settlement without the Parties' joint written consent.

6 IT IS FURTHER ORDERED Any Class Member may object to the Settlement. Any
7 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
8 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
9 will ensure that any written objections get filed with the Court concurrently with the final approval
10 documents by having it attached to the Settlement Administrator's Declaration. Class Members
11 who have not objected in writing may still appear and be heard at the Settlement Hearing. Written
12 objections to the Settlement must contain at least the following:

13 (i) the objecting Class Member's full name and current address; (ii) a clear reference to the Action
14 by name and/or case number; and (iii) a statement of the specific reasons why the objector believes
15 the Settlement is unfair or objects to the Settlement.

16 Alternatively, a Class Member may fill out the Notice of Objection to Class and PAGA
17 Action Settlement Form attached to the Class Notice. In addition, though not required, the Parties
18 ask that any objecting Class Member also include a statement of whether the objector intends to
19 appear at the final approval hearing, either in person or through counsel and, if through counsel,
20 a statement identifying that counsel by name, bar number, address, and telephone number. In
21 addition,. Class Members may appear at the final approval hearing to state their objection even if
22 they do not submit a written objection during the Notice Period.

23 IT IS FURTHER ORDERED Class Counsel or Defendant's counsel may, up to five (5) court
24 days before the Final Hearing Date, file responses to any written objections submitted to the Court.
25 Unless they opt out of the Settlement as specified in Paragraph 57 of the Settlement Agreement,
26 Class Members who object to the proposed settlement or the Agreement will remain Participating
27 Class Members, and shall be deemed to have voluntarily waived their right to pursue an
28 independent

1 remedy against Defendant and the other Released Parties. To the extent any Participating Class
2 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
3 or in part, such individuals will be bound by the Court's Final Approval Order. In the event that
4 any person objects to or opposes this proposed settlement or the Agreement, or attempts to
5 intervene in or otherwise enter the Actions, the Parties and Class Counsel will use their best efforts
6 to defend the Settlement. A Class Member cannot both opt out and object to the Settlement. If a
7 Class Member both objects and opts out of the Settlement, the opt-out will control and the
8 objection will be deemed invalid.

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

13 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on
14 _____, 2024 at _____ a.m./p.m. in Department CX105 of the above captioned
15 Courthouse to consider the fairness, adequacy and reasonableness of the proposed Settlement
16 preliminarily approved by this Order Granting Preliminary Approval, and to consider the
17 application of Class Counsel for an award of attorneys' fees, costs, and Named Plaintiff
18 Enhancement Award. The Court may continue the Final Approval Hearing to another date at its
19 discretion.

20 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
21 Final Approval and application for attorneys' fees and costs and class representative enhancement
22 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
23 Approval Hearing.

24 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
25 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
26 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject
27 of this Order and all evidence and proceedings had in connection therewith shall be without
28

1 prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth
2 in the Settlement Agreement.

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

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

7 **IT IS SO ORDERED.**

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9 Dated: _____, 2024

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HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT