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

SABASTIAN MONTALVAN ROQUE,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

ALLIANCE MAINTENANCE SOLUTIONS,
INC., a corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: Case No.: 34-2021-00309658-CU-
OE-GDS (Lead Case); Consolidated with
Case No. 34-2021-00313308-CU-OE-GDS

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Jill H. Talley, Dept. 23]

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

[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin
F. Marquez; Declaration of Plaintiff Sabastian
Montalvan Roque; Declaration of Rachelle D.
Voga; and Declaration of Kevin H. Ngai]

PRELIMINARY APPROVAL HEARING

Date: December 13, 2024

Time: 9:00 a.m.

Dept: 23

Reservation #: A-309658-001

Complaint filed: October 13, 2021

Trial date: Not set

1 The Court has before it Plaintiff Sabastian Montalvan Roque’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declarations of Justin F. Marquez, Plaintiff, Rachelle
4 D. Voga, and Kevin H. Ngai, the Class Action and PAGA Settlement Agreement (which is
5 referred to here as the “Settlement Agreement”), and good cause appearing, the Court hereby
6 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 Plaintiff and Defendant Alliance
11 Maintenance Solutions, Inc. (“Defendant,” and together with Plaintiff, the “Parties”), attached
12 to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Preliminary
13 Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$595,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
20 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act (“PAGA”), with 75% of which (\$7,500.00) being paid to the LWDA and 25%
22 (\$2,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 1/3
24 of the Gross Settlement Amount (\$198,333.33), and up to \$35,000.00 in costs for actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$8,195.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

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

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by Defendant in California and classified as an
18 hourly-paid, non-exempt employee during the Class Period. Persons employed by Defendant
19 and who are covered by the Northern California Safeway Contractors 2016-2020 and 2020-2024
20 collective bargaining agreements with Service Employees International Union, United Service
21 Workers West shall not be considered part of the Class."

22 6. "Class Period" means the period from October 13, 2017 to August 14, 2023.

23 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Sabastian Montalvan Roque. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$198,333.33), and costs not to exceed \$35,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$8,195.00.

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

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

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

14. Plaintiff is permitted to file a First Amended Class & Representative Action Complaint.

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 days of the Court's order granting Plaintiff's Motion for Preliminary Approval
Settlement Administrator to mail the Notice	Within 14 days after receipt of the Class List from Defendant

Response Deadline	45 days after the Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 23. The hearing may be continued to another date without further notice to the Class Members.

16. 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. Jill H. Talley
Sacramento County Superior Court

Rogue v. Alliance Maintenance Solutions, Inc.
34-2021-00309658-CU-OE-GDS

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PROOF OF SERVICE