

WILSHIRE LAW FIRM, PLC
Thiago M. Coelho, SBN 324715
thiago.coelho@wilshirelawfirm.com
Lauren M. Lendzion, SBN 239184
lauren.lendzion@wilshirelawfirm.com
Jesenia A. Martinez, SBN 316969
jesenia.martinez@wilshirelawfirm.com
Jesse S. Chen, SBN 336294
jesse.chen@wilshirelawfirm.com
Alan A. Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

JOSE BRIONES, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CUMMINS-ALLISON CORP., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV28982
Assigned to: Hon David S. Cunningham III,
Dept. 11

Complaint Filed: November 28, 2023
FAC Filed: May 20, 2024
Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: January 13, 2027
Time: 10:00 a.m.
Dept: 11

1 The Court has before it plaintiff Jose Briones's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class and Representative Action
4 Settlement Agreement and Release (which is referred to here as the "Settlement" or "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Cummins-Allison Corp. ("Defendant," and together with Plaintiff, the "Parties"). A
11 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
13 submitted to the Court as **Exhibit 1**.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 current and former hourly-paid or non-exempt employees who worked for Defendant within the
16 State of California during the Class Period (each a "Class Member", collectively the "Class").
17 The Class Period means the time period from June 3, 2019, through July 27, 2025 (the "Class
18 Period").

19 3. The Settlement falls within the range of reasonableness of a settlement which
20 could ultimately be given final approval by this Court, and appears to be presumptively valid,
21 subject only to any objections that may be raised at the final approval hearing and final approval
22 by this Court. The Court notes that Defendant has agreed to create a common fund of
23 \$800,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
24 Members who do not validly opt out; (b) a \$80,000.00 payment for penalties under the Private
25 Attorneys General Act ("PAGA"), with 75% of which (\$60,000.00) being paid to the LWDA
26 (the "PAGA Payment") and 25% (\$20,000.00) being paid to eligible Aggrieved Employees (the
27 "PAGA Payment"); (c) enhancement award of up to \$10,000.00 for Jose Briones (the "Service
28 Award"); (d) Class Counsel's attorneys' fees not to exceed one-third of the Gross Settlement

1 Amount (\$266,666.67.00) (the “Class Counsel Fees”), and up to \$23,205.59 in costs for actual
2 litigation expenses incurred by Class Counsel (the “Class Counsel Costs”); and (e) a payment
3 to Phoenix Settlement Administrators (the “Settlement Administrator”) of up to \$7,250.00 (the
4 “Settlement Administration Costs”).

5 4. The Court preliminarily finds that the terms of the Settlement appear to be within
6 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
7 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
8 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
9 further litigation relating to class certification, liability and damages issues, and potential
10 appeals; (2) significant informal discovery, investigation, research, and litigation have been
11 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
12 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
13 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
14 has been reached as the result of intensive, serious, and non-collusive negotiations between the
15 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
16 preliminarily finds that the Settlement Agreement was entered into in good faith.

17 5. A final approval hearing on the question of whether the proposed Settlement,
18 Class Counsel Fees and Costs Payment, the PAGA Payment for its share of the settlement of
19 claims for penalties under the PAGA, and the Service Award should be finally approved as fair,
20 just, reasonable and adequate as to the Class is hereby set in accordance with the implementation
21 schedule set forth below.

22 6. The Court finds, for settlement purposes only, that the Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
25 fact that are common, or of general interest, to all Class Members, which predominate over
26 individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4)
27 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
28 and (5) a class action is superior to other available methods for the fair and efficient adjudication

of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Service Award.

8. The Court appoints, for settlement purposes only, Thiago M. Coelho, Jesenia A. Martinez, Lauren M. Lendzion, Jesse S. Chen, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees and Costs Payment.

9. The Court appoints Phoenix Settlement Administrators as the "Settlement Administrator" with the "Settlement Administration Costs" estimated not to exceed \$7,250.00.

10. The Court approves, as to form and content the notice, attached as **Exhibit A** to the Settlement Agreement (the "Notice"). A true and correct copy of the Notice is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution of the Notice to 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.

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

12. Any Class Member who does not timely and validly request exclusion by sending the Administrator, by a signed written Request for Exclusion from the Settlement by the deadline stated below may object to the Settlement Agreement by sending written objections to the Administrator, mail by the deadline stated below, or by presenting verbal objections at the Final Approval Hearing.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 45 calendar days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice	Within 20 calendar days after receipt of the Class List from the Defendant

Response Deadline	45 days after Notice is mailed out by the Settlement Administrator 21 days additional days for any notices that were resent
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
Final Approval Hearing	July 16, 2027, at 10:00 a.m., or first available date thereafter, in Department 11. The hearing may be continued to another date without further notice to the Class Members.

14. 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.

15. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's counsel, and the Settlement Administrator.

16. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. David S. Cunningham III
Los Angeles County Superior Court