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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

10 **ROGELIO ALVAREZ,**

11 **Plaintiff,**

12 **vs.**

13 **WATERMILL EXPRESS, LLC, a corporation; and**
14 **DOES 1-100, inclusive,**

15 **Defendants.**

Case No.: 24CU001044C

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

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17 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

18 On April 16, 2027, Plaintiff Rogelio Alvarez’s (“Plaintiff”) Motion for Preliminary
19 Approval of the proposed Settlement of this action on the terms set forth in the Settlement
20 Agreement and Stipulation to Resolve Class and PAGA Claims (the “Settlement”) came on for
21 hearing before this Court. Robert J. Wassermann appeared on behalf of Plaintiff and Emily P.
22 Propersi appeared on behalf of Defendant. Having considered the Settlement and all papers and
23 proceedings held herein, including the arguments presented at the hearing, having reviewed the
24 entire record in this action, and good cause appearing, the Court finds that:

25 WHEREAS, Plaintiff has alleged claims against Watermill Express, LLC (“Defendant”)
26 on behalf himself and of others similarly situated, and as representative of the State of California
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1 comprising of: “all non-exempt employees who worked for [Defendant] in California at any time
2 during the Class Period”.

3 WHEREAS, Plaintiff asserts putative class and representative claims against Defendant
4 for alleged failures to pay minimum wage and overtime, include commissions, non-discretionary
5 bonuses, and other items of compensation in Class Members’ regular rate of pay for purposes of
6 overtime, meal/rest break premiums and sick leave, to provide meal/rest breaks and associated
7 premiums, to reimburse business expenses, to provide notice of available paid sick leave and/or
8 properly calculate and pay paid sick leave at the correct rate, to properly calculate and pay vacation
9 pay, to provide accurate wage statements, maintain accurate timekeeping, payroll, and
10 employment records, and to timely pay wages, as well as related violations of the Business and
11 Professions Code §§ 17200, *et seq*; the Private Attorneys General Act (“PAGA”) (Cal. Labor Code
12 § 2698, *et seq*). WHEREAS, Defendant expressly denies the allegations of wrongdoing and
13 violations of law alleged in this action, and further denies any liability whatsoever to Plaintiff, the
14 Class Members, or the Aggrieved Employees.

15 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
16 (collectively, the “Parties”) determined that it was mutually advantageous to settle this action and
17 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

18 WHEREAS, the Parties agreed to resolve the Action and entered into the Settlement which
19 provides for entry of judgment as to the claims asserted in the Action against Defendant on the
20 terms and conditions set forth therein, subject to the approval of this Court.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

22 1. All defined terms contained herein shall have the same meanings as set forth in the
23 Parties’ Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the
24 “Settlement” or “Stipulation”), which was submitted as **Exhibit 1** to the Declaration of Robert J.
25 Wassermann in Support of Motion for Preliminary Approval.

26 2. The Class Representative and Defendant, through their counsel of record, have
27 reached an agreement to settle the litigation on behalf of the Class and Aggrieved Employees as a
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1 whole.

2 3. The Court hereby conditionally certifies the following Class for settlement
3 purposes only: “all non-exempt employees who worked for Defendant in California during the
4 Class Period.”

5 4. The Class Period runs from July 12, 2020, through the date of preliminary approval.

6 5. Should, for whatever reason, the Settlement not become a final judgment, the fact
7 that the Parties were willing to stipulate to certification of a class as part of the Settlement shall
8 have no bearing on, or be admissible in connection with, the Action or the issue of whether a class
9 should be certified in the Action in a non-settlement context.

10 6. The Court appoints and designates: (a) Plaintiff Rogelio Alvarez as the Class
11 Representative and (b) Robert J. Wassermann, Jenny D. Baysinger, and Mayall Hurley P.C. as
12 Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect
13 to all acts or consents required by, or which may be given, pursuant to the Settlement, and such
14 other acts reasonably necessary to finalize the Settlement and its terms. Any Class Member may
15 enter an appearance through his or her own counsel at such Class Member’s own expense. Any
16 Class Member who does not enter an appearance or appear on his or her own behalf will be
17 represented by Class Counsel.

18 7. The Court hereby grants preliminary approval of the Settlement as fair, reasonable,
19 and adequate in all respects to the Class Members and ORDERS the Parties to consummate the
20 resolution in accordance with the terms of the Settlement.

21 8. The Court hereby preliminarily approves the Settlement, the total Gross Settlement
22 Amount in the amount of \$200,000, and the allocations of the following amounts from the total
23 Gross Settlement Amount: (1) up to \$70,000 to Class Counsel for attorneys’ fees; (2) up to \$3,500
24 for reimbursement of Class Counsel’s reasonable litigation costs; (3) up to \$5,000 for the
25 Enhancement Award for Plaintiff’s services to the Class; (4) settlement administration costs of not
26 to exceed \$7,500; (5) a payment of \$13,000 to the LWDA, which represents 65% of the PAGA
27 Payment; (6) a payment of \$7,000 to the Aggrieved Employees, and (7) payment of the \$94,000
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1 remainder to Participating Class Members in accordance with the formula set forth in the
2 Settlement.

3 9. The Court finds on a preliminary basis that the Settlement appears to be within the
4 range of reasonableness of a settlement, including the amount of the PAGA penalties, Class
5 Representative Enhancement Payment, Class Counsel's attorneys' fees and costs, the Settlement
6 Administration Costs, and the allocation of payments to the Class Members, that could ultimately
7 be given final approval by this Court. It appears to the Court on a preliminary basis that the
8 Settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
9 against the probable outcome of further litigation relating to liability and damages issues. It also
10 appears that extensive investigation, research, and negotiations have been conducted so that
11 counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the
12 Court that settlement at this time will avoid substantial additional costs by the Parties and avoid
13 the delay and risks that would be presented by the further prosecution of the Action. It also appears
14 that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-length
15 negotiations.
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17 10. The Court hereby approves, as to form and content, the Parties' Settlement
18 including, without limitation, the scope of the Class and PAGA releases contained in paragraphs
19 8 and 23.

20 11. The Court hereby approves, as to form and content, the Class Notice, which is
21 attached to the Settlement as "**Exhibit A,**" to be sent to the Class Members. The Court finds that
22 distribution of the Class Notice to Class Members substantially in the manner and form set forth
23 in the Settlement and this Class Notice meets the requirements of due process and shall constitute
24 due and sufficient notice to all parties entitled thereto.

25 12. The Court appoints and designates CPT Group, Inc. as the Settlement
26 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
27 Class Notice to the Class Members in conformity with the terms of the Settlement.

28 13. Any Class Member may choose to opt out of, and be excluded from, the settlement

1 as provided in the Settlement, except as to the release of claims under the Private Attorney General
2 Act, Cal. Lab. Code § 2698, *et seq.*, (“PAGA”) and such Class Member’s corresponding settlement
3 as an aggrieved employee under the PAGA, by following the instructions set forth in the Class
4 Notice, for requesting exclusion. Any person who timely and properly opts out of the Settlement
5 will not be bound by the Settlement, except as to the release of claims under the PAGA, or have
6 any right to object, appeal, or comment thereon.

7 14. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and all dates provided for in the Settlement without further notice to the Class and retains
9 jurisdiction to consider all further applications arising out of or connected with the Settlement.

10 15. The “Final Approval Hearing” shall be held before this Court on
11 _____ at _____ in Department ____ of the Superior Court of the State of
12 California, County of San Diego to determine all necessary matters concerning the Settlement,
13 including whether the proposed settlement of the Action on the terms and conditions provided for
14 in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by
15 the Court and whether a Judgment, as provided in the Settlement, should be entered herein. At
16 this same time, a hearing on Class Counsel's motion for an award of attorneys' fees, reimbursement
17 of litigation costs, and the Enhancement Award shall also be held.

18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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21 DATED: _____

Judge of the San Diego County Superior Court