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

ESTEVON MACIEL HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

ACCELERATED CONSTRUCTION &
METAL, LLC, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CV-24-002516
Assigned to Hon. Clifford Tong, Dept. 23

Complaint filed: April 2, 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: June 24, 2026
Time: 8:30 a.m.
Dept: 23

1 The Court has before it Plaintiff Estevon Maciel Hernandez's ("Plaintiff" or "Class
2 Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion").
3 Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (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 Accelerated Construction & Metal, LLC ("Defendant," and together with Plaintiff,
11 the "Parties"). A true and correct copy of the Settlement Agreement is attached to the
12 Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion for Preliminary Approval of
13 Class Action Settlement 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, non-exempt employees who worked in California for Defendant
16 during the Class Period, and excluding any persons who: 1) signed an arbitration agreement
17 with Defendant that includes a class and representative action waiver, 2) were a member of a
18 union, and/or 3) are currently represented by counsel and have a civil action pending against
19 Defendant (each "Class Member(s)" collectively the "Class"). The Class Period is the period
20 from April 2, 2020, through the day the Court grants preliminary approval of the Settlement
21 (the "Class Period").

22 3. The Settlement falls within the range of reasonableness of a settlement which
23 could ultimately be given final approval by this Court, and appears to be presumptively valid,
24 subject only to any objections that may be raised at the final approval hearing and final approval
25 by this Court. The Court notes that Defendant has agreed to create a common fund of
26 \$125,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
27 Members who do not validly opt out; (b) a \$6,250.00 payment for penalties under the Private
28 Attorneys General Act ("PAGA"), with 75% of which (\$4,687.50) being paid to the LWDA (the

1 “LWDA PAGA Payment”) and 25% (\$1,562.50) being paid to eligible “Individual PAGA
2 Payment” (as defined in the Settlement Agreement); (c) an enhancement award of up to
3 \$7,500.00 for Plaintiff (the “Class Representative Service Payment”); (d) Class Counsel’s
4 attorneys’ fees not to exceed one-third of the Gross Settlement Amount (\$41,667.00) (the “Class
5 Counsel Fees Payment”), and up to \$20,000.00 in costs for actual litigation expenses incurred
6 by Class Counsel (the “Class Counsel Litigation Expenses Payment”); and (e) a payment to
7 Phoenix Class Action Administration Solutions (the “Administrator”) of up to \$6,000.00 (the
8 “Administration Costs”).

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

21 5. A final fairness hearing on the question of whether the proposed Settlement, Class
22 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the LWDA PAGA
23 Payment for its share of the settlement of claims for penalties under the PAGA, the Individual
24 PAGA Payments, the Class Representative Service Payment, and the Administration Costs
25 should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in
26 accordance with the implementation schedule set forth below.

27 6. The Court finds, for settlement purposes only, that the Class meets the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
2 fact that are common, or of general interest, to all Class Members, which predominate over
3 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
4 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
5 and (5) a class action is superior to other available methods for the fair and efficient adjudication
6 of the controversy.

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

10 8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo,
11 Heriberto Ponce, Ruby Carerra, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm,
12 PLC as "Class Counsel." The Court further preliminarily approves Class Counsel's ability to
13 request the Attorneys' Fees and Costs.

14 9. The Court appoints Phoenix Class Action Administration Solutions as the
15 Administrator with the Administration Costs estimated not to exceed \$6,000.00.

16 10. The Court approves as to form and content the class notice, attached as **Exhibit**
17 **A** to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that
18 the plan for distribution of the Class Notice to Class Members satisfies due process, provides
19 the best notice practicable under the circumstances, and shall constitute due and sufficient notice
20 to all persons entitled thereto.

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

23 12. Any Class Member who does not timely and validly request exclusion from the
24 Settlement may object to the Settlement Agreement.

25 13. The Court orders the following implementation schedule:

26 Defendant to provide Class List to the	Within 15 business days after the Court
27 Settlement Administrator	grants Preliminary Approval of the

	Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 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 Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	November 12, 2026, at 8:30 a.m., or first available date thereafter, in Department 23. 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. _____

 _____.

IT IS SO ORDERED.

DATE:

 Hon. Clifford Tong
 Stanislaus County Superior Court