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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JENNIFER CERVANTES, an individual,
on behalf of herself and all similarly
situated employees,

Plaintiff,

vs.

GOTON TILES, INC., a California
corporation; JUXIANG LI, an individual;
and DOES 1 through 100, inclusive.

Defendants.

Case No. 30-2024-01423863-CU-OE-CXC

(Hon. Melissa R. McCormick, Dept. CX105)

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

The Motion of Plaintiff JENNIFER CERVANTES (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action and PAGA Settlement (the “Motion”) was considered by the Court, The Honorable Melissa R. McCormick presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) (Exhibit 1 to the declaration of Michael C. Robinson). This is based on the Court’s determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.
2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.
3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount

1 that Defendant Goton Tiles, Inc. ("Defendant") shall pay is One Hundred Ninety
2 Thousand Dollars (\$190,00.00). It appears to the Court on a preliminary basis that
3 the settlement amount and terms are fair, adequate, and reasonable as to all Class
4 Members when balanced against the probable outcome of further litigation relating
5 to certification, liability, and damages issues. It further appears that investigation
6 and research have been conducted such that counsel for the Parties are able to
7 reasonably evaluate their respective positions. It further appears to the Court that
8 settlement at this time will avoid substantial additional costs by all Parties, as well
9 as avoid the delay and risks that would be presented by the further prosecution of
10 the litigation. It further appears that the Settlement has been reached as the result of
11 intensive, serious, and non-collusive arms-length negotiations.

12 4. The Court preliminarily finds that the Settlement appears to be within the range of
13 reasonableness of a settlement that could ultimately be given final approval by this
14 Court. The Court has reviewed the monetary recovery that is being granted as part
15 of the Settlement and preliminarily finds that the monetary settlement awards made
16 available to the Class Members are fair, adequate, and reasonable when balanced
17 against the probable outcome of further litigation relating to certification, liability,
18 and damages issues.

19 5. Plaintiff seeks Class Counsel Payment in the amount of up-to one-third of the Gross
20 Settlement Amount for attorneys' fees, currently estimated at \$63,333.33, an award
21 of litigation expenses incurred not to exceed \$15,000, and proposed Class
22 Representative Service Award to the Class Representative in an amount not to
23 exceed \$15,000. While these awards appear to be within the range of
24 reasonableness, the Court will not approve the Class Counsel Payment or Class
25 Representative Service Award until the Final Approval Hearing.

26 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification
27 of a class for settlement purposes only. This stipulation will not be deemed
28 admissible in this, or any other proceeding should this Settlement not become final.
For settlement purposes only, the Court conditionally certifies the following Class:

- 1 7. “Class” means all of Defendant Goton Tiles, Inc.’s non-exempt employees in
2 California during the Class Period of September 6, 2020 through the Preliminary
3 Approval Date”
- 4 8. The Court concludes that, for settlement purposes only, the Class meets the
5 requirements for certification under section 382 of the California Code of Civil
6 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all
7 members of the Class Members is impracticable; (b) common questions of law and
8 fact predominate, and there is a well-defined community of interest amongst the
9 Class Members with respect to the subject matter of the litigation; (c) the claims of
10 the Class Representative is typical of the claims of the Class Members; (d) the Class
11 Representatives will fairly and adequately protect the interests of the Class
12 Members; (e) a class action is superior to other available methods for the efficient
13 adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel
14 for the Class Representative in his individual capacity and as the representative of
15 the Class Members.
- 16 9. The Court provisionally appoints plaintiff Jennifer Cervantes as the representative
17 of the Class.
- 18 10. The Court provisionally appoints Michael Robinson and Orion Robinson, Esq. of
19 Robinson Di Lando APLC as Class Counsel for the Class Members.
- 20 11. The Court hereby approves, as to form and content, the Proposed Notice of Class
21 Action Settlement (“Class Notice”). The Court finds that the Class Notice appears
22 to fully and accurately inform the Class Members and Aggrieved Employees of all
23 material elements of the proposed Settlement, including the right of any Class
24 Member to be excluded from the Class by submitting a written request for exclusion,
25 and of each Class Member’s right and opportunity to object to the Settlement. The
26 Court further finds that the distribution of the notices substantially in the manner
27 and form set forth in the Agreement and this Order meets the requirements of due
28 process, is the most reasonable notice under the circumstances, and shall constitute
 due and sufficient notice to all persons entitled thereto. The Court orders the mailing

of the notices by first class mail, pursuant to the terms set forth in the Agreement.

12. The Court hereby appoints Phoenix Class Action Administration Solutions as Settlement Administrator. Within fifteen (15) calendar days of the later of preliminary approval or court approval of Settlement notice to the class, Defendant shall provide to the Settlement Administrator the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name; last known address; Social Security Number; and number of Class Period Work Weeks and PAGA Paychecks during the Class Period. Within three (3) business days after receiving the Class Data from Defendants, the Settlement Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S. Mail using the most current mailing address information available.

13. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is sixty (60) calendar days after the date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

14. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant

1 to the issues to be heard and determined by the Court as provided in the Notice.
2 Class Members will have sixty (60) calendar days from the date the Settlement
3 Administrator mails the Class Notice to postmark their written objections to the
4 Settlement Administrator.

5 15. A final approval hearing shall be held before this Court on _____ at
6 _____ A.M. / P.M. in Department CX105 of the Orange County Superior
7 Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 to determine all
8 necessary matters concerning the Settlement, including: whether the proposed
9 settlement of the Action on the terms and conditions provided for in the Agreement
10 is fair, adequate and reasonable and should be finally approved by the Court;
11 whether an Order Granting Final Approval should be entered herein; whether the
12 plan of allocation contained in the Agreement should be approved as fair, adequate
13 and reasonable to the Class; and to finally approve the Class Counsel Payment,
14 Class Representative Service Award, and the Settlement Administration Costs. All
15 papers in support of the motion for final approval and the motion for Attorneys' Fee
16 and Costs and Class Representative Service Awards shall be filed with the Court
17 and served on all counsel no later than sixteen (16) court days before the hearing.

18 16. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any
20 way, and shall not be used as evidence of, or used against Defendant as an admission
21 or indication in any way, including with respect to any claim of any liability,
22 wrongdoing, fault, or omission by Defendant or with respect to the truth of any
23 allegation asserted by any person. Whether or not the Settlement is finally approved,
24 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct
25 related to the Settlement, nor any reports or accounts thereof, shall in any event be
26 construed as, offered or admitted in evidence as received as or deemed to be
27 evidence for any purpose adverse to the Defendants, including, but not limited to,
28 evidence of a presumption, concession, indication or admission by Defendant of any
liability, fault, wrongdoing, omission, concession or damage.

- 1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Agreement, or the Settlement is not finally approved, or is terminated,
3 canceled, or fails to become effective for any reason, this Order shall be rendered
4 null and void and shall be vacated, and the Parties shall revert to their respective
5 positions as of before entering into the Agreement. In such an event, the Court's
6 orders regarding the Settlement, including this Preliminary Approval Order, shall
7 not be used or referred to in litigation for any purpose. Nothing in this paragraph is
8 intended to alter the terms of the Settlement Agreement with respect to the effect of
9 the Settlement Agreement if it is not approved.
- 10 18. Pending final determination of whether the Settlement should be approved, Class
11 Representative and all Class Members are barred and enjoined from filing,
12 commencing, prosecuting, intervening in, instigating or in any way participating in
13 the commencement or prosecution of any lawsuit, action or administrative,
14 regulatory, arbitration or other proceeding, in any forum, asserting any claims that
15 are, or relate in any way to, the Released Claims, unless and until they submit a
16 timely request for exclusion pursuant to the Agreement.
- 17 19. The Court reserves the right to adjourn or continue the date of the final approval
18 hearing and all dates provided for in the Agreement without further notice to Class
19 Members and retains jurisdiction to consider all further applications arising out of
20 or connected with the proposed Settlement.
- 21 20. The Court shall reserve jurisdiction to enforce the terms and conditions of the
22 settlement pursuant to Code of Civil Procedure section 664.6 and California Rules
23 of Court 3.769(h).

24 **IT IS SO ORDERED.**

25
26 **DATE**

26 **THE HONORABLE MELISSA R.**
27 **MCCORMICK (DEPT. CX105)**
28 **JUDGE OF THE SUPERIOR COURT**