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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSEPH GUEVARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GLOBAL MAIL, INC., an Ohio corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV12053

[Hon. David S. Cunningham, Dept. 11]

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

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Memorandum of Points and
Authorities; Declaration of Larry W. Lee;
Declaration of Simon L. Yang; Declaration of
Dennis S. Hyun; Declaration of Joseph
Guevara]*

Date: August 1, 2022
Time: 10:00 a.m.
Department: 11

Complaint Filed: March 29, 2021

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on or about July 7, 2022, and a hearing was held before this Court on August 1,
3 2022. Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff, Joseph Guevara,
4 and Shaun J. Voight of Fisher & Phillips LLP appeared for Defendant, Global Mail, Inc.

5 **I. RECITALS**

6 1. On or about March 29, 2021, Plaintiff initiated this class action alleging violations of
7 Labor Code section 226(a).¹ On behalf of all current and former non-exempt employees in California
8 since August 19, 2020, the initial complaint alleges classwide claims for Defendant's failure to pay for
9 off-the-clock work and failure to provide lawful wage statements. On May 28, 2021, Plaintiff filed a
10 first amended complaint to also seek penalties as a proxy for the State of California pursuant to the
11 Labor Code Private Attorneys General Act of 2004 ("PAGA").

12 2. After approximately nine months of litigation, the Parties commenced settlement
13 negotiations through a well-respected mediator, Steve Pearl. Following the mediation, the Parties
14 continued negotiations and were ultimately able to agree to the current settlement described in the in the
15 Class Action and PAGA Settlement Agreement ("Agreement").

16 **II. FINDINGS**

17 3. The Court conditionally certifies the following Class: all current and former non-exempt
18 or hourly employees of Defendant that worked in the State of California at any time during the Class
19 Period. The Class Period is from August 19, 2020, through December 31, 2021. There are approximately
20 2,053 Class Members. They worked approximately 25,492 pay periods.

21 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
22 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
23 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
24 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
25 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
26 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
27

28 ¹ Except as otherwise noted, all "Section" references are to the Labor Code.

1 also appears that investigation, research, and proceedings have been conducted so that counsel for the
2 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
3 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
4 would be presented by the further prosecution of the action. It also appears that settlement has been
5 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

6 **III. ORDERS**

7 After considering the papers and evidence, arguments of counsel, and all other matters presented
8 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

9 5. The Court grants preliminary approval of the Agreement submitted by the Parties. The
10 Agreement appears to be fair, adequate, and reasonable to the Class.

11 6. The Court appoints and designates: (a) Plaintiff, Joseph Guevara, as Class
12 Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and Dennis S.
13 Hyun of Hyun Legal, APC as Class Counsel for the Class. Class Counsel is authorized to act on behalf
14 of the Class with respect to all acts or consents required by, or which may be given, pursuant to the
15 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
16 Member may enter an appearance through his or her own counsel at such Class Member's own expense.
17 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
18 represented by Class Counsel.

19 7. A final fairness hearing on the question of whether the proposed Agreement, the
20 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
21 Labor & Workforce Development Agency, and the Enhancement Payment to the Class Representative
22 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for
23 _____, 2022, at _____ in this Court.

24 8. The Court hereby approves, as to form and content, the Court Approved Notice of Class
25 Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached to the
26 Agreement and as Exhibit A to this Order. The Court finds that distribution of the Class Notice to Class
27 Members substantially in the manner and form set forth in the Agreement and this Order meets the
28 requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

1 9. The Court appoints and designates Phoenix Settlement Administrators as the
2 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
3 Members using the procedures set forth in the Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
6 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
7 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
8 signed by each such Class Member opting out and must otherwise comply with the requirements
9 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
10 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
11 Judgment.

12 11. Any Class Member may object to the Agreement or express his or her views regarding
13 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
14 issues to be heard and determined by the Court as provided in the Class Notice.

15 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
16 sixteen (16) court days before the final fairness hearing.

17 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
18 and all dates provided for in the Agreement without further notice to the Class. The Court retains
19 jurisdiction to consider all further applications arising out of or connected with the Agreement.

20 14. Should for whatever reason final approval is not granted, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
22 of whether a class should be certified in a non-settlement context.

23 **IT IS SO ORDERED.**

24 DATED: _____, 2022

THE HONORABLE DAVID S. CUNNINGHAM