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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an
individual, on behalf of himself and on behalf
of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0003036

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

Date: October 23, 2023

Time: 8:45 a.m.

Judge: Hon. Barbara Kronlund

Dept.: 10D

1 This matter having come before the Honorable Judge Barbara Kronlund of the Superior Court
2 of the State of California, in and for the County of San Joaquin, at 9:00 a.m. on October 23, 2023, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC as counsel for plaintiff ALAN CARRILLO RODRIGUEZ (“Plaintiff”), and Timothy B.
5 Del Castillo, Esq. of Castle Law: California Employment Counsel, PC, appearing for Defendant TITAN
6 WORKFORCE, a California Corporation (hereinafter “Defendant”). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
12 copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
18 Defendant shall pay is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). It appears
19 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

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

7 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Total
8 Settlement Amount, currently estimated at Two Hundred Sixteen Thousand, Six Hundred Sixty-Six
9 Dollars and Sixty-Six Cents (\$216,666.66), plus reimbursement of actually incurred litigation cost in
10 an amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and proposed Class
11 Representative Service Award to the Class Representative, Alan Carrillo Rodriguez, in an amount of
12 not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be
13 within the range of reasonableness, the Court will not approve the Class Counsel Award or the Class
14 Representative Service Award until the Final Approval Hearing.

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

19 All current and former hourly-paid or non-exempt employees employed by
20 Defendant in California during the period between Class Period [April 26,
21 2018, through May 10, 2023].

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
28 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints plaintiff Alan Carrillo Rodriguez as the representative
5 of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
9 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
10 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
11 proposed Settlement, including the right of any Class Member to be excluded from the Class by
12 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
13 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
14 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
15 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
16 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
17 set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
19 ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
20 Administrator with the Class Data, including information regarding Class Members that Defendant will
21 in good faith compile from its records, including each Class Member’s full name; last known mailing
22 address; Social Security Number; and total number of Class Period Workweeks and PAGA Pay Periods.
23 No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement
24 Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S.
25 Mail.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
3 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
4 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
6 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
7 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
8 by all determinations of the Court, the Agreement, and Judgment.

9 13. Any Class Member who has not opted out may appear at the final approval hearing and
10 may object or express the Class Member's views regarding the Settlement and may present evidence
11 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
12 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
13 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
14 Settlement Administrator.

15 14. A final approval hearing shall be held before this Court on _____ at
16 _____ AM/PM in Department 10D of the San Joaquin County Superior Court to determine all
17 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
18 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
22 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
23 and the Motion for Class Counsel Award and Class Representative Service Award shall be filed with
24 the Court and served on all counsel within twenty-eight (28) days following the expiration of the
25 Response Deadline.

26 15. In the event the Settlement does not become effective in accordance with the terms of the
27 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
28 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,

1 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
2 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
3 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
4 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
5 is not approved.

6 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
7 and all dates provided for in the Agreement without further notice to Class Members and retains
8 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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12 Dated: _____

JUDGE OF THE SUPERIOR COURT