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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 11 2023

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11 ARTHUR JUAREZ, individually, and on behalf
12 of all others similarly situated,

13 *Plaintiff,*

14 v.

15 CONSOLIDATED HOSPITALITY SUPPLIES,
16 LLC, a Delaware corporation, and DOES 1
17 through 10, inclusive,

18 *Defendants.*

Case No.: CIVSB2204353
[Consolidated with CIVBS2210350]

CLASS ACTION

[Assigned for all purposes to Hon. Jessica Morgan, Dept. S-26]

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

[Filed concurrently with: Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities; and Declarations of Justin F. Marquez and Arthur Juarez]

PRELIMINARY APPROVAL HEARING

Date: December 11, 2023
Time: 8:30 a.m.
Dept: S-26

Complaint filed: February 25, 2022
FAC: August 25, 2022
Trial date: Not set

1 The Court has before it Plaintiff Arthur Juarez’s (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement, the Declarations of Justin F. Marquez, Arthur
4 Juarez, the Joint Stipulation of Class Action Settlement and Release (which is referred to herein
5 collectively as the “Settlement” or “Settlement Agreement”), and good cause appearing, the
6 Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendants Consolidated
11 Hospitality Supplies, LLC, Axis Global Solutions, Inc., and American Tex-Chem Corporation
12 (collectively “Defendants”). Attached as **Exhibit 1** to the Declaration of Justin F. Marquez in
13 Support of Plaintiff’s Motion for Preliminary Approval of Class Action is a true and correct
14 copy of the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”),
15 and attached as **Exhibit 2** is the Notice of Class and PAGA Action Settlement (“Notice”).

16 2. The Settlement falls within the range of reasonableness of a settlement that could
17 ultimately be given final approval by this Court. The Court notes that Defendant has agreed to
18 create a common fund of \$410,000 to cover: (a) settlement payments to the class members who
19 do not validly opt-out; (b) a \$25,000.00 payment for the settlement of claims for penalties under
20 the Private Attorneys General Act (“PAGA”), with 75% of which (\$18,750.00) being paid to
21 the State of California, Labor & Workforce Development Agency (“LWDA”) and 25%
22 (\$6,250.00) being paid to the Participating PAGA Members; (c) the Class Representative
23 service payment of up to \$5,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to
24 exceed 35% of the Gross Settlement Amount (\$143,500.00), and up to \$25,000.00 in costs for
25 actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs
26 of up to \$20,000.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability, and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A Final Fairness Hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under PAGA, and the class representative's enhancement award should
14 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by Defendants in California and classified as
18 an hourly-paid, non-exempt employee during the Class Period."

19 6. The Class Period is "August 31, 2017 to July 10, 2023."

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
23 questions of law and fact that are common, or of general interest, to the Settlement Class, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests
26 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
27 and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Arthur Juarez. The Court further preliminarily approves Plaintiff's ability to request
2 an incentive award up to \$5,000.00.

3 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Christina
4 Le, and Arsiné Grigoryan of Wilshire Law Firm, PLC as Class Counsel. The Court further
5 preliminarily approves Class Counsel's ability to request attorneys' fees of up thirty-five
6 percent (35%) of the Total Settlement Amount (\$143,500.00) and costs not to exceed
7 \$25,000.00.

8 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$20,000.00.

10 11. The Court approves as to form and content of the Notice. The Court finds, on a
11 preliminary basis, that the plan for distribution in the Notice satisfies due process, provides the
12 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
13 all persons entitled thereto.

14 12. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 13. Pursuant to the terms of the Settlement Agreement, any member of the Settlement
17 Class who does not timely and validly request exclusion from the Settlement may object to the
18 Settlement Agreement. Regardless of whether they exclude themselves from the Settlement,
19 Class Members may not object to or exclude themselves from the PAGA portion of the
20 Settlement.

21 14. The Court orders the following Implementation Schedule:

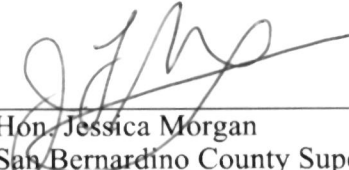
22 Defendant to provide Class List to the 23 Settlement Administrator	14 days after notice of entry of the Court's order granting Motion for Preliminary Approval
25 Settlement Administrator to mail the Notice 26 Packets	14 days after receipt of the Class List from the Defendant
27 Response Deadline (Opt-out or dispute	60 days after Notice is mailed out by the

1	Workweeks)	Settlement Administrator
2	Deadline to Provide Written Objections, if	60 days after Notice is mailed out by the
3	any	Settlement Administrator
4	Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
5	Request for Attorneys' Fees and Costs, and	Final Approval, which is <u>5/10/24</u> ,
6	Service Award to Plaintiff's	
7		<u>6/4/24</u> at <u>8:30</u> a.m. p.m., or
8		first available date thereafter, in Department
9	Final Approval Hearing	S-26. The hearing may be continued to
10		another date without further notice to the
11		Class Members.

12 15. The Court further ORDERS that, pending further order of this Court, all proceedings
13 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

14 **IT IS SO ORDERED.**

15
16 DATE: 12/11/2023

17
18 
19 _____
20 Hon. Jessica Morgan
21 San Bernardino County Superior Court

PROOF OF SERVICE

Arthur Juarez v. Consolidated Hospitality Supplies, LLC
CIVSB2204353

1
2
3 STATE OF CALIFORNIA)
) ss
4 COUNTY OF LOS ANGELES)

5 I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California;
6 I am over the age of eighteen years and not a party to the within action; my business address is
7 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address
is ssespene@wilshirelawfirm.com.

8 On **November 15, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING**
9 **PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
10 **SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed
envelope by following one of the methods of service as follows:

11 Ashley Farrell Pickett (SBN 271825)
farrellpicketta@gtlaw.com
12 Bryan W. Patton (SBN 294910)
pattonbw@gtlaw.com
13 **GREENBERG TRAUIG, LLP**
14 1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
15 Telephone: (310) 586-7700
Facsimile: (310) 586-7800

16 *Attorneys for Defendant,*
17 Consolidated Hospitality Supplies, LLC

18 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
19 California, by e-mail delivery on the parties listed herein at their most recent known
email address or e-mail of record in this action.

20 (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
21 State of California Labor and Workforce Development Agency Online Filing Site.

22 I declare under the penalty of perjury under the laws of the State of California, that the
23 foregoing is true and correct.

24 Executed on November 15, 2023, at Los Angeles, California.

25 
26 _____
Sandy S. Sespene