

1 Justin F. Marquez (SBN 262417)
 2 justin@wilshirelawfirm.com
 3 Benjamin H. Haber (SBN 315664)
 4 benjamin@wilshirelawfirm.com
 5 Maxim Gorbunov (SBN 343128)
 6 maxim@wilshirelawfirm.com
 7 **WILSHIRE LAW FIRM**
 8 3055 Wilshire Blvd., 12th Floor
 9 Los Angeles, California 90010
 10 Telephone: (213) 381-9988
 11 Facsimile: (213) 381-9989

12 *Attorneys for Plaintiffs*

F I L E D Superior Court of California
 County of Butte
F I L E D
 JAN 10 2024
 Sharif, Elmallah, Clerk
 By J. Strang Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF BUTTE**

15 RAQUEL ESPINOZA, individually, and on
16 behalf of all others similarly situated,

17 *Plaintiffs,*

18 v.

19 DELALLO'S ITALIAN FOODS, INC., a
20 Pennsylvania corporation; and DOES 1 through
21 10, inclusive,

22 *Defendants.*

Case No.: 21CV02640

CLASS ACTION

[Assigned to: Hon. Stephen E. Benson, Dept. 6]

~~5EB~~
[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filed concurrently with: Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; and the Declaration of Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: January 10, 2024

Time: 9:00 a.m.

Dept: 6

Complaint filed: October 26, 2021

Trial date: Not set

1 The Court has before it, Plaintiff Raquel Espinoza's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the "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, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff Raquel Espinoza and
10 DeLallo's Italian Foods ("Defendant"), attached to the Declaration of Justin F. Marquez in
11 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as Exhibit
12 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$275,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
18 \$25,000.00 payment to the State of California, Labor & Workforce Development Agency for its
19 share of the settlement of claims for penalties under the Private Attorneys General Act, with
20 75% of which (\$18,750.00) will be paid to the LWDA and 25% (\$6,250.00) will be paid to
21 eligible Aggrieved Employees; (c) Class Representative service payment of up to \$7,500.00 for
22 Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement
23 Amount (\$91,666.67), and up to \$20,000.00 in costs for actual litigation expenses incurred by
24 Class Counsel; and (e) Settlement Administration Costs of up to \$10,000.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

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

9 4. A final fairness hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and the class representative's enhancement award should be
13 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
14 accordance with the Implementation Schedule set forth below.

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

18 6. "Class Period" means the period from October 26, 2017 to November 21, 2022.

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

27 8. The Court appoints as Class Representatives, for settlement purposes only,
28 Plaintiff Raquel Espinoza. The Court further preliminarily approves Plaintiff's ability to request

1 an incentive award up to \$7,500.00.

2 9. The Court appoints, for settlement purposes only, Justin F. Marquez and
3 Benjamin H. Haber of Wilshire Law Firm, PLC as Class Counsel. The Court further
4 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
5 the Total Settlement Amount (\$91,666.67), and costs not to exceed \$20,000.00.

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

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

13 12. The parties are ordered to carry out the Settlement according to the terms of the
14 Settlement Agreement.

15 13. Any class member who does not timely and validly request exclusion from the
16 settlement may object to the Settlement Agreement.

17 14. The Court orders the following Implementation Schedule:

18 Defendant to provide Class List to the 19 Settlement Administrator	[15 days after the Court grants preliminary approval of the settlement]
20 Settlement Administrator to mail the Notice 21 Packets	[14 days after receiving the Class List]
22 Response Deadline	[45 days after notice is mailed]
23 Deadline to Respond to Objections 24	[no later than 5 court days prior to the Final Approval Hearing]
25 Deadline to file Motion for Final Approval, 26 Request for Attorney's Fees and Costs, and 27 Service Award to Plaintiff	[16 Court days prior to the Final Approval Hearing]

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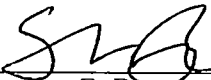
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Final Approval Hearing	Final Approval Hearing is set for _____ at _____ a.m./p.m.
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15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 1/10/24



Hon. Stephen E. Benson
Butte County Superior Court

PROOF OF SERVICE

Raquel Espinoza, et al. v. Delallo's Italian Foods, Inc., et al.
21CV02640

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On December 15, 2023, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION 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:

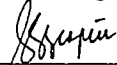
Julie A. Marquis
jmarquis@fmglaw.com
Liam Gaarder-Feingold
liam.gaarder-feingold@fmglaw.com
Stephanie Pinkham
spinkham@fmglaw.com
Joseph A. Artieres
joseph.artieres@fmglaw.com
FREEMAN MATHIS & GARY, LLP
1010 B Street, Suite 400
San Rafael, California 94901
Telephone: (415) 394-950

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, 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.

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

Executed this **December 15, 2023**, at Los Angeles, California.



Sandy S. Sespene