

1 Elliot J. Siegel (Bar No. 286798)
2 elliot@kingsiegel.com
3 Julian Burns King (Bar No. 298617)
4 julian@kingsiegel.com
5 Brent R. Boos (Bar No. 292808)
6 brent@kingsiegel.com
7 **KING & SIEGEL LLP**
8 724 South Spring Street, Suite 201
9 Los Angeles, California 90014
10 tel: (213) 465-4802
11 fax: (213) 289-2815

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

OCT 27 2023

BY 
JESSICA MORALES, DEPUTY

Attorneys for Plaintiff and the Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Gilbert Gonzales, an individual,

Plaintiff,

vs.

LRB Millwork & Casework, Inc., a California
corporation; **Rene Alberto Bernhardt**, an
individual; and **Does 1-10**, inclusive,

Defendants.

CASE NO. CIVSB2204728

[Assigned to Honorable David Cohn,
Department S-26]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION AND
RELEASE OF CLASS ACTION AND
PAGA CLAIM**

Date: September 18, 2023 [Reserved]
Time: 9:00 a.m.
Dept.: S-26

1 Plaintiff's Motion for Preliminary Approval of the proposed settlement of this Action on the
2 terms set forth in the Joint Stipulation of Settlement and Release of Class Action and PAGA Claim
3 (the "Settlement" or "Stipulation") came on for hearing on September 18, 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. CIVSB2204728, entitled *Gilbert Gonzales v. LRB*
6 *Millwork & Casework, Inc., et al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Gilbert Gonzales ("Plaintiff") has alleged claims against Defendants
8 LRB Millwork & Casework, Inc. and Rene Alberto Bernhardt ("Defendants") on behalf of himself
9 and on behalf of others similarly situated, comprising: "*all current and former non-exempt, hourly*
10 *employees of Defendants who worked at least one shift in California from March 28, 2018, to September*
11 *18, 2023*" (the "Settlement Class" or "Class Members"); and

12 WHEREAS, Plaintiff asserts class, PAGA, and individual claims in the Action against
13 Defendants for: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime
14 wages; (3) failure to pay applicable prevailing wage rates; (4) failure to provide meal periods; (5)
15 failure to provide rest periods; failure to reimburse necessary business expenses; (6) failure to
16 reimburse necessary business expenditures; (7) failure to provide and maintain accurate records;
17 (8) failure to timely pay wages due; (9) civil penalties under the Labor Code Private Attorneys
18 General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (10) Unfair Business
19 Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

20 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
21 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
22 and

23 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
24 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
25 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

26 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on
27 August 10, 2023, which provides for the final resolution of all class, PAGA, and individual claims
28 asserted by Plaintiff against Defendants in the Action, on the terms and conditions set forth in the

