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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**SEP 16 2022**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

ADRIAN ESCOBEDO, individually, on behalf  
of other members of the general public similarly  
situated;

Plaintiff,

v.

AMERIPEC, INC., a California corporation; and  
DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2020-01170846-CU-OE-CXC

Assigned for All Purposes to:  
Honorable Peter Wilson  
Department CX-102

**CLASS ACTION**

**ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT AND  
SETTING HEARING FOR FINAL  
APPROVAL OF SETTLEMENT**

Hearing Date: September 15, 2022  
Hearing Time: 2:00 p.m.  
Hearing Place: Department CX-102

Complaint Filed: November 18, 2020  
FAC Filed: April 14, 2022  
Trial Date: None Set

1  
2 The Court, having read and considered the papers filed in support of the motion, the  
3 proposed class notice and other documents, having considered the arguments of counsel, and good  
4 cause appearing therefore;

5 **IT IS HEREBY ORDERED:**

6 1. This Order incorporates by reference the definitions in the Joint Stipulation of  
7 Settlement and Release (“Agreement” or “Settlement Agreement”), the Amendment to the Joint  
8 Stipulation of Settlement and Release (“First Amendment”), the Second Amendment to the Joint  
9 Stipulation of Settlement and Release (“Second Amendment”) (collectively, known as the  
10 “Settlement”), and all terms defined therein shall have the same meaning in this Order as set forth in  
11 the Agreement. The Settlement is attached hereto as **Exhibit A**.

12 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and  
13 reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members  
14 and finds such recovery is fair, adequate, and reasonable when balanced against further litigation  
15 related to liability and damages issues. It appears the Parties have conducted significant investigation,  
16 discovery, and research such that Class Counsel and Counsel for Defendant are able to reasonably  
17 evaluate their respective positions at this time. It further appears to the Court the proposed Settlement,  
18 at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks and delay  
19 inherent in further prosecution of this case. It also appears the Parties reached the Settlement as the  
20 result of intensive, serious, and non-collusive, arm’s-length negotiations facilitated by a neutral  
21 mediator. Thus, the Court finds on a preliminary basis the Settlement appears to be within the range  
22 of reasonableness of a settlement that could ultimately be given final approval by this Court.  
23 Accordingly, the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

24 3. The following persons are conditionally certified as “Class Members” or the “Class”  
25 for Settlement purposes only: all current and former non-exempt employees (whether hired directly or  
26 through a staffing agency or labor contractor) of Defendant Ameripecc, Inc. (“Defendant”) who  
27 worked for Defendant within California for any period of time between August 31, 2016, and March  
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1 1, 2022 (“Class Period”). The “Participating Class Members” means all Class Members who do not  
2 submit valid and timely Exclusion Forms to the Settlement Administrator.

3 4. The PAGA Members are defined as all current or former non-exempt employees of  
4 Defendant (whether hired directly or through a staffing agency or labor contractor) who worked for  
5 Defendant within California for any period of time between August 31, 2019 up through and  
6 including March 1, 2022.

7 5. The proposed Class satisfies the certification requirements of a class because the  
8 Class Members are readily ascertainable, and a well-defined community of interest exists in the  
9 questions of law and fact affecting the Parties. If the Settlement does not become final and effective,  
10 the fact the Parties were willing to stipulate to certification of the Class as part of the Settlement shall  
11 have no bearing on and shall not be admissible or used in any way in connection with the question of  
12 whether the Court should certify any claims in a non-settlement context in this case or in any other  
13 lawsuit.

14 6. Plaintiff Adrian Escobedo (“Plaintiff”) is preliminarily appointed as the Class  
15 Representative. Similarly, Douglas Han, Shunt Tatavos-Gharajeh, and Jason Rothman of Justice Law  
16 Corporation are preliminarily appointed as Class Counsel.

17 7. The Parties’ proposed notice plan is constitutionally sound and hereby approved as  
18 the best notice practicable. The proposed Notice of Class Action and PAGA Settlement (“Notice”),  
19 attached hereto as **Exhibit B** with a certified Spanish translation, is sufficient to inform Class  
20 Members of the terms of the Settlement Agreement, their rights to receive monetary payments under  
21 the Settlement Agreement, and the date and location of the final approval hearing. In addition, the  
22 Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a) the nature of the  
23 action, the definition of the Class, the identity of Class Counsel, and the material terms of the  
24 Settlement; (b) Plaintiff’s and Class Counsel’s applications for the Class Representative Enhancement  
25 Payment and request for the Attorney Fee Award and Cost Award; (c) the formulas used to determine  
26 each Class Member’s Individual Settlement Share and each Private Attorneys General Act of 2004  
27 (“PAGA”) Member’s Individual PAGA Payment; (d) Class Members’ right to appear through  
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1 counsel if they desire; (e) how to object to the Settlement or submit a request for exclusion from the  
2 Settlement if a Class Member wishes to do so; and (f) how to obtain additional information regarding  
3 this case and the Settlement. The Court finds the notice requirements of California Rule of Court, rule  
4 3.769, subdivision (f) are satisfied and that the Notice adequately advises Class Members of their  
5 rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors  
6 in the Notice and make clarifications, to the extent the same are found or needed, so long as such  
7 corrections do not materially alter the substance of the Notice and other notice documents.

8         8. The rights of any potential dissenters to the proposed Settlement are adequately  
9 protected in that they may exclude themselves from the Settlement of the Class Members' Released  
10 Claims. However, to do so they must follow the procedures outlined in the Settlement Agreement and  
11 Notice. The Election Not to Participate In Class Action Settlement ("Exclusion Form") is attached  
12 hereto as **Exhibit C** with a certified Spanish translation. The Notice and Exclusion Form are  
13 collectively known as the "Notice Packet."

14         9. The Court finds the notice of settlement Plaintiff provided to the California Labor and  
15 Workforce Development Agency ("LWDA") satisfies the notice requirements of PAGA.

16         10. The Court preliminarily approves the settlement of claims under PAGA, Labor Code  
17 section 2698, *et seq.*, according to the terms and conditions in the Settlement Agreement.

18         11. To the extent permitted by law, pending a determination as to whether this Settlement  
19 should be finally approved, Class Members, whether directly, representatively, or in any other  
20 capacity, whether or not such persons have appeared in this case, shall not institute or prosecute any  
21 of the Released Claims against the Released Parties.

22         12. CPT Group, Inc. ("CPT Group") is appointed to act as the Settlement Administrator,  
23 pursuant to the terms set forth in the Settlement Agreement. CPT Group is ordered to carry out the  
24 Settlement according to the terms of the Settlement Agreement and in conformity with this Order,  
25 including disseminating the Notice Packet according to the notice plan described in the Agreement.

26         13. Within twenty-one (21) calendar days following notice by Plaintiff or the Court of the  
27 Court's Preliminary Approval Order, Defendant will provide to CPT Group a list in Microsoft Excel

1 format containing each Class Member's: (a) full name; (b) last known mailing address; (c) Social  
2 Security Number; and (d) dates worked for Defendant in California during the Class Period as a non-  
3 exempt employee ("Class Data").

4 14. Within twenty-one (21) calendar days of CPT Group's receipt of the Class Data, CPT  
5 Group shall run all addresses contained in the Class Data through the United States Postal Service's  
6 National Change of Address ("NCOA") Database to obtain current address information. Afterwards,  
7 within twenty-one (21) calendars days of CPT Group's receipt of the Class Data, CPT Group shall  
8 mail the Notice Packet in both English and Spanish (and no other language) to the Class Members via  
9 first-class regular U.S. Mail using the most current mailing address information available.

10 15. If, within thirty (30) calendar days of the mailing of the Notice Packet, a Notice  
11 Packet is returned with a forwarding address, then within five (5) calendar days of receiving the  
12 undeliverable Notice Packet, CPT Group shall forward the original Notice Packet to the updated  
13 address via first-class regular U.S. mail indicating on the Notice Packet the date of such remailing. If,  
14 within thirty (30) calendar days of the mailing of the Notice Packet, a Notice Packet is returned as  
15 undeliverable without a forwarding address, then within five (5) calendar days of receiving the  
16 undeliverable Notice Packet, CPT Group will promptly attempt to determine the correct address using  
17 a skip-trace search and will perform a single remailing to any addresses located indicating the date of  
18 the remailing on the Class Notice. Class Members who receive a remailed Notice Packet, whether by  
19 skip trace or forwarded mail, will have an additional ten (10) calendar days from the original  
20 Response Deadline to submit an Exclusion Form, objection to the Settlement, or dispute the  
21 information provide in the Notice Packet. CPT Group shall mark on the envelope whether the Notice  
22 Packet is a remailed packet and shall provide on the envelope the Class Member's new deadline to  
23 respond.

24 16. The procedures and 45-day deadline for Class Members to request exclusion from or  
25 to object to the Settlement is adopted as described in the Agreement. Any Class Member who intends  
26 to object to final approval of the Agreement must submit an objection to the Settlement Administrator  
27 by mail in accordance with the Agreement. Any opposition or reply to an objection or the motion for  
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1 final approval will be due according to Code of Civil Procedure section 1005. Any person who fails  
2 to timely submit their written objections in the manner specified above may still appear and object at  
3 the final approval hearing.

4 17. If a Class Member submits both an Exclusion Form and written objection to the  
5 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first  
6 contact the Class Member to determine if he or she intended to submit only the Exclusion Form or  
7 written objection. If the Settlement Administrator is unable to contact the Class Member within ten  
8 (10) calendar days of receiving both the Exclusion Form and written objection or the Class Member  
9 fails to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then  
10 the Exclusion Form will be deemed valid. The written objection will be deemed invalid, and the Class  
11 Member will no longer be considered a member of the Class, will not receive his or her Individual  
12 Settlement Share, and will not be bound by the Released Claims.

13 18. Class Members will have the opportunity, should they disagree with the number of  
14 eligible Workweeks and/or pay periods with which they have been credited, as provided in their  
15 Notices, to dispute such information. All such disputes must be in writing, postmarked by the  
16 Response Deadline, and sent via first-class regular U.S. mail to the Settlement Administrator. The  
17 Settlement Administrator will evaluate the evidence submitted by the Class Member and make a  
18 recommendation to the Parties as to which figures should be applied. If the Parties disagree with the  
19 Settlement Administrator's recommendation, the dispute will be presented to the Court for  
20 determination. The Court will make the final decision on disputes.

21 19. The following disbursements are preliminarily approved from the Gross Settlement  
22 Amount of \$472,500:

- 23 a. Attorney Fee Award to Class Counsel for reasonable attorneys' fees of
- 24 \$165,375 (35% of the Gross Settlement Amount);
- 25 b. Cost Award to Class Counsel for reasonable litigation costs of \$20,000;
- 26 c. Class Representative Enhancement Payment to Plaintiff of \$7,500;
- 27 d. Administration Costs to CPT Group for its fees and costs of \$9,500; and
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1 e. PAGA Payment of \$25,000, seventy-five percent (75%) of which (\$18,750)  
2 will be paid to the LWDA and twenty-five percent (25%) of which (\$6,250)  
3 shall be distributed to PAGA Members, on a pro rata basis.

4 20. The Parties are ordered to carry out the Settlement Agreement according to the terms  
5 of the Settlement Agreement.

6 21. A final approval hearing will be held on January 19, 2023 at 2:00 p.m., to determine  
7 whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate  
8 as to the Class Members. The Court reserves the right to continue the date of the final approval  
9 hearing without further notice to the Class Members. The Court retains jurisdiction to consider all  
10 further applications arising out of or in connection with the Settlement Agreement.

11 22. Pending further orders of this Court, all proceedings in this matter, except those  
12 contemplated in this Preliminary Approval Order and in the Settlement Agreement, are stayed.

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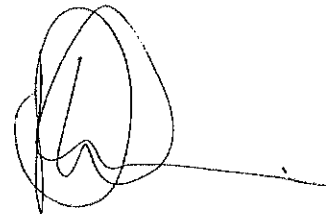
1 The proposed dates for future events contemplated herein and under the Settlement are set forth  
2 below:

3 a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within twenty-one (21) calendar days following notice by Plaintiff or the Court of the Court's Preliminary Approval Order
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6 b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within twenty-one (21) calendar days of the Settlement Administrator's receipt of the Class Data
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8 c.	Deadline for Class Members to postmark disputes regarding the information included in their Notice Packets and requests for exclusion from or written objections to the Settlement to the Settlement Administrator	Within forty-five (45) calendar days from the initial mailing of the Notice Packet
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11 d.	Deadline for Class Members to postmark requests for exclusion from or written objections to the Settlement to the Settlement Administrator if they receive remailed Notices Packets	Within an additional ten (10) calendar days from the original Response Deadline
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14 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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16 f.	Deadline for Class Counsel to file Motion for Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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19 g.	Final Approval Hearing and Final Approval	January 19, 2023 at 2:00 p.m. in Department CX-102
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21 **IT IS SO ORDERED.**

22  
23 Dated: September 16, 2022

24 By: \_\_\_\_\_



Honorable Peter Wilson  
Judge of the Superior Court