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Adriana Guillen, individually and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

ADRIANA GUILLEN, an Individual, on
behalf of herself and all others similarly
situated

Plaintiffs,

v.

BELCAMPO MEAT COMPANY, LLC; and
DOES 1 through 100, Inclusive

Defendants.

CASE NO. 19STCV40834

[Assigned for all purposes to the Hon. William
F. Highberger- SSC Dept "10"]

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed and served concurrently with Notice of
Motion for Preliminary Approval of Class
Action Settlement; Memorandum of Points
and Authorities In Support of Preliminary
Approval of Class Action Settlement;
Declaration of Bruce Kokozyan in Support of
Plaintiff's Motion For Preliminary Approval
of Class Action Settlement]

Date: March 2, 2021
Time: 10:00 a.m.
Dept: SSC 10

Action Filed: November 13, 2019
Trial Date: None Set

On November 13, 2019 the Complaint herein was filed by Plaintiff Adriana Guillen, on

1 behalf of herself and all others similarly situated ("Plaintiff") against Defendant for recovery of
2 overtime wages, minimum wages, overtime wages at the legal overtime pay rate, failure to provide
3 meal periods, failure to authorize and permit rest periods, improper wages statements, failure to
4 timely pay wages to former employees as well as a California Business & Professions Code
5 ("B&PC") §17200 action. Thereafter, on March 2, 2020, a First Amended Complaint was filed to
6 add a cause of action for all claims for any and all penalties pursuant to the California Labor Code
7 and/or the Private Attorneys General Act of 2004 arising out of the alleged claims. Thereafter, on
8 January 27, 2021 after stipulation and order, a Second Amended Complaint was added to add a
9 cause of action under Labor Code §2802 for unreimbursed expenses and also a cause of action for
10 liability under Labor Code §558.1.

11 Defendant denies Plaintiff's allegations in their entirety and denies liability on all claims.
12 On or about January 2021, the Parties reached a settlement subject to Court approval as
13 represented in the Joint Stipulation and Settlement of Class Action and Private Attorneys General
14 Claims (the "Settlement"/"Stipulation"/ "Settlement Agreement").

15 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, IT
16 IS HEREBY ORDERED:

17 1. This Order hereby incorporates by reference the definitions of the Stipulation as
18 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
19 the Stipulation.

20 2. The Court conditionally certifies and approves, for settlement purposes only,
21 Settlement Class as defined as follows: All persons currently or formerly employed by Defendant
22 in the State of California as non-exempt hourly paid employees during the Settlement Period which
23 defined as November 13, 2015 through the Court's Preliminary Approval of this Settlement.

24 3. Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC shall represent the Settlement
25 Class in this Action ("Class Counsel"). Any Member of the Settlement Class may enter an
26 appearance in the Action, at their own expense, either individually or through counsel of their own
27 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

28 4. The Class Representative shall be Adriana Guillen.

1 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
2 conditions, and all release language set forth in the Stipulation attached as Exhibit 1. The Court finds
3 that the Settlement (including the Class Representative Enhancement Payment, Class Counsel's
4 attorneys' fees and costs, the Settlement Administration Costs, and the allocation of payments to
5 class members) appears to be within the range of reasonableness necessary for preliminary approval
6 by the Court. It appears to the Court that the Settlement terms are fair, adequate, and reasonable as
7 to all potential Class Members when balanced against the probable outcome of further litigation,
8 given the risks relating to liability and damages. It further appears that extensive and costly
9 investigation and research has been conducted such that counsel for the Parties at this time are
10 reasonably able to evaluate their respective positions. It further appears to the Court that the
11 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
12 risks that would be presented by the further prosecution of the Action. It appears that the Settlement
13 has been reached as a result of intensive, arms-length negotiations utilizing an experienced third
14 party neutral.

15 6. The Court confirms CPT Group, Inc. as the Settlement Administrator and
16 preliminarily approves that settlement administrative costs shall be paid by Defendants, but the
17 amount of payment shall be deducted from the Gross Fund Value (as that term is defined in the
18 Settlement). Any amount awarded for costs of administration to CPT Group, Inc. less than the
19 amount requested, will result in the non-awarded amount to be awarded to Participating Class
20 Members on a proportionate basis to the amount of their Individual Settlement Payments. The cost
21 of administration includes all tasks required of the Settlement Administrator by this Agreement,
22 including the issuance of the Notice Packet. At least sixteen (16) court days prior to the Final
23 Approval Hearing, the Settlement Administrator shall provide the Court, and all counsel for the
24 Parties, with a statement detailing the costs of administration and the claims administration statistics.
25 CPT Group, Inc. is directed to perform all other responsibilities set forth for the Settlement
26 Administrator as set forth in the Settlement.

27 7. A Final Approval Hearing (the "Hearing") shall be held on the date as indicated
28 Implementation Schedule below before the Honorable William F. Highberger in Department SSC

1 10 of the Los Angeles County Superior Court- Spring Street Courthouse located at 312 N. Spring
2 Street, Los Angeles, California 90012. The purpose of such Hearing will be to: (a) determine
3 whether the proposed Stipulation should be approved by the Court as fair, reasonable and adequate;
4 (b) determine the reasonableness of Class Counsel's request for attorney's fees and costs; (c) the
5 reasonableness of the Service Award requested for the Named Plaintiff; and (d) Order entry of
6 Judgment in the Action, which shall constitute a complete release and bar with respect the Released
7 Claims as described in Stipulation.

8 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
9 which is attached as Exhibit "1" [hereinafter Notice] to the Stipulation which attached as Exhibit
10 "1" to this Order. The Court finds that the mailing and distribution of the Notice of Class Action
11 Settlement in the manner set forth in Paragraph 9 of this Order meet the requirements of due process
12 and are the best notice practicable under the circumstances and shall constitute due and sufficient
13 notice to all persons entitled thereto.

14 9. The Court directs the mailing of the Court approved Notice Packet via first class mail to the
15 Class Members in accordance with the schedule and procedures set forth in the Settlement. The
16 Court finds that the dates and procedure selected and for the mailing of the Notice meet the
17 requirements of due process, provide the best notice practicable under the circumstances, and
18 constitute due and sufficient notice to all persons entitled to notice.

19 A. Defendant is ordered to provide to the Settlement Administrator the Class List and Data
20 Report as defined in the Stipulation per the schedule required in the Stipulation and;

21 B. The Settlement Administrator shall mail the Notice of Class Action Settlement ("Notice
22 Packet") per the deadline required in the Stipulation after receipt of the Class List and Data Report
23 from Defendant. Prior to mailing, the Claims Administrator will perform a search based on the
24 National Change of Address Database information to update and correct for any known or
25 identifiable address changes. If a new address is obtained by way of a returned Notice Packet, then
26 the Settlement Administrator shall promptly forward the original Notice Packet to the updated
27 address via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-
28 mailing.

1 10. Class Members may request exclusion from the Settlement Class by submitting a timely
2 written request to be excluded from the Class as set forth in the Stipulation. In order to be valid, the
3 Request for Exclusion letter must be postmarked no later than the date indicated in the
4 Implementation Schedule below. Any Class Member who submits a valid and timely Request for
5 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the
6 Settlement or have any right to object, appeal or comment thereon. Class Members who fail to
7 submit valid and timely requests for exclusion shall be Participating Class Members and shall be
8 bound by all terms of the Settlement and any Final Judgment.

9 11. Class Members who do not request exclusion may object to the Settlement and appear at the
10 Settlement Hearing to show cause why the proposed Settlement should not be approved and to
11 present any opposition to the application of Class Counsel for attorneys' fees, costs and expenses.
12 The Objection letter must be postmarked no later the date indicated in the Implementation
13 Schedule below, and must be served on the claims administrator and Class Counsel as follows:

14 To Class Counsel:

15 Bruce Kokozyan, Esq.
16 KOKOZIAN LAW FIRM, APC
17 9440 S. Santa Monica Blvd. Suite 510
18 Beverly Hills, CA 90210

19 To Defendant's Counsel:

20 Austin Dieter, Esq.
21 Cozen O'Connor
22 101 Montgomery Street, Suite 1400
23 San Francisco, CA 94104

24 Plaintiffs and/or Defendants may file oppositions to any properly filed Objections to the Settlement
25 no later than five (5) days prior to the date of the Final Approval Hearing.

26 12. The Court hereby preliminarily approves the definition and disposition of the Gross Fund
27 Value as that term is defined in the Settlement. The Gross Fund Value is equal to, and shall not
28 exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) which is inclusive of the payment of
attorneys' fees, class counsel's costs, the Settlement Administration Costs, the Net Fund Value to
be distributed to Participating Class members, the Services Award to the Named Plaintiff and the

PAGA payment. The Court preliminarily approves the above distribution of the Gross Fund Value, all subject to the Court's final approval of the Settlement. Defendant shall be required to pay only the Gross Fund Value of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and Defendant shall also pay the employer-side share of payroll taxes (which will be paid by Defendant separate and in addition to the Gross Fund Value).

13. The Court orders the following Implementation Schedule for further proceedings:

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to submit Class List and Data Report to Settlement Administrator	March 16, 2021 [within 14 calendar days of preliminary approval order]
b.	Deadline for Settlement Administrator to Mail the Notice to Class Members	April 6, 2021 [within 21 calendar days of receipt of the Class List and Data Report from Defendant]
c.	Deadline for Settlement Class Members to postmark Requests for Exclusions	May 21, 2021 [45 calendar days after mailing of the Notice Packet to Class Members]
d.	Deadline for the postmark of any Objections to the Settlement	May 21, 2021 [45 calendar days after mailing of the Notice Packet to Class Members]
e.	Deadline from Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and costs including any expenses associated with the Settlement	June 4, 2021
f.	Final Approval Hearing and Final Approval	June 30, 2021 @ 10 am

14. The Court reserves the right to adjourn the date of the Hearing without further notice to the

1 Class Members, and retains jurisdiction to consider all further applications arising out of or
2 connected with the proposed Stipulation of Settlement.

3 15. Pending final determination as to whether the settlement contained in the Stipulation should
4 be approved, the Class Representative, whether directly, representatively, or in any other capacity,
5 whether or not such persons have appeared in the Action, shall not institute or prosecute any claims
6 against Defendants, its directors, officers, employees, agents, and anyone acting in concert with it,
7 or any parent, related or affiliated, predecessor or subsidiary corporation, which have been or could
8 have been asserted in the Action based upon the acts and transactions alleged therein, including any
9 claims related to or arising out of the allegations in the Action.

10 16. All further proceedings in this Action shall be stayed except such proceedings necessary to
11 review, approve, and implement this Settlement.

12 17. In the event: (i) the Court does not finally approve the Settlement as contemplated by the
13 Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement,
14 which becomes final as a result of the occurrence of the Effective Date (as that term is defined by
15 in the Settlement); or (iii) the Settlement does not become final for any other reason, the Settlement
16 shall be null and void and any order or judgment entered by this Court in furtherance of the
17 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any funds to
18 be awarded under this Settlement shall be returned to their respective statuses as of the date and time
19 immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects as
20 if the Settlement had not been executed.

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1 18. Neither the Settlement, preliminarily approved or not approved, nor any exhibit, document
2 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with
3 the negotiation, execution or implementation of this Settlement, shall be admissible in evidence for
4 any purpose except as provided in the Settlement.

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6 IT IS SO ORDERED.

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Dated: 3/2/21

WILLIAM F. HIGHBERGER

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Honorable Judge of the Superior Court

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