

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
06/28/2023 at 04:09:38 PM
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FILED
Clerk of the Superior Court

JUL 21 2023

By: J. Virissimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

KENNETH ANDREW, individually and on behalf of all other similarly-situated and aggrieved employees of Defendants,

Plaintiff,

v.

CORONADO BREWING COMPANY, INC.; and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 37-2019-00054937-CU-OE-CTL

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

[IMAGED FILE]

Date: July 21, 2023
Time: 10:30 a.m.
Dept: C-64
Judge: Hon. Loren G. Freestone

Complaint filed: October 16, 2019
Trial Date: None set

Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement came before this Court on July 21, 2023. The Court, having considered the proposed Stipulation for Class and PAGA Action Settlement (the "Settlement Agreement"), Plaintiff's Unopposed Motion for Preliminary Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, which is attached to the Declaration of Graham Hollis as **Exhibit 1**.

1 2. It appears to the Court on a preliminary basis that the terms of the Settlement Agreement
2 are fair, adequate, and reasonable. It appears to the Court that investigation and research have been
3 conducted such that counsel for the Parties are at this time able to reasonably evaluate their respective
4 positions. It further appears to the Court that settlement, at this time, will avoid substantial additional
5 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
6 of the Action. It further appears that the Settlement Agreement has been reached as the result of intensive,
7 serious and non-collusive, arms-length negotiations.

8 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be
9 within the range of reasonableness of a settlement that could ultimately be given final approval by this
10 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
11 and preliminarily finds that the monetary settlement awards made available to all Class Members are fair,
12 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
13 liability and damages issues.

14 4. The Court hereby conditionally certifies the Settlement Classes for settlement purposes
15 only.

16 5. The Court grants conditional certification of the following Settlement Classes:

17 **The Non-Exempt Class:** All current and former non-exempt employees who worked for
18 Defendant at any time from October 16, 2015 to September 4, 2022.

19 **Waiting Time Penalty Subclass:** All members of the Non-Exempt Class, as defined
20 above, whose employment with Defendant ended at any time from October 16, 2016 to
21 September 4, 2022.

22 6. The Court preliminarily approves the appointment of Plaintiff Kenneth Andrew as Class
23 Representative.

24 7. The Court preliminarily approves the appointment of Plaintiff's Counsel Graham S.P.
25 Hollis, Erik A. Dos Santos, Hali M. Anderson of GrahamHollis APC, as Class Counsel.

26 8. The Court preliminarily approves the definition and disposition of the Gross Settlement
27 Amount of \$650,000.00, on a non-reversionary basis, which is inclusive of: (1) all payments to the
28 Settlement Class Members; (2) the Class Representative Payment of \$7,500 to Plaintiff; (3) Class

1 Counsel's attorney's fees in the amount of \$216,666.67 (or 33 1/3% of the Gross Settlement Amount) and
2 actual litigation costs not to exceed \$24,000; (4) all Settlement Administration Costs not to exceed
3 \$23,000; and (5) the PAGA Payment of \$30,000.00, of which \$22,500.00 (or 75%) will be paid to the
4 California Labor and Workforce Development Agency and the remainder will be allocated to the PAGA
5 Employees, which are those Class Members who worked for Defendant from August 12, 2018 to
6 September 4, 2022.

7 9. The Court approves the form and content of the Notice of Class Action Settlement, in
8 substantially the form attached to the Settlement Agreement as **Exhibit A**, and finds that the proposed
9 method of disseminating the Class Notice to the Class meets all the due process requirements, provides
10 the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Class
11 Members.

12 10. The Court approves the retention of CPT Group, Inc., ("CPT") as the Settlement
13 Administrator and hereby directs CPT to provide the approved Class Notice to Class Members and
14 administer the Settlement in accordance with the procedures described in the Settlement Agreement and
15 the Implementation Schedule set forth below.

16 11. In the event the Settlement does not become effective in accordance with the terms of the
17 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole
18 or in part by the Court or any appellate court and/or other court of review, is terminated, cancelled or fails
19 to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
20 the Parties shall revert to their respective positions as of the commencement of the litigation, and the
21 Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as
22 an admission or as evidence for any purposes, including but not limited to an admission by any Party of
23 liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a
24 representative action.

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12. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Settlement Administrator with the Class Data and the information necessary to calculate the Compensable Workweeks	No later than ten (10) business days after the Court grants Preliminary Approval
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	No later than ten (10) calendar days after receiving the Class Data from Defendant.
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. ("Response Deadline")	Sixty (60) calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by ten (10) calendar days for any Class Member who is re-mailed the Notice.
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number valid requests for exclusions.	No later than ten (10) calendar days before Plaintiff's deadline to file the Motion for Final Approval.
Final Approval Hearing	

13. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Service Award on 12/15/23 at 10:30 am in Department C-64 of this Court.

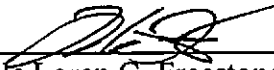
The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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1 IT IS SO ORDERED.

2 Dated: 7/21/23

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5 Honorable Loren G. Freestone
6 JUDGE OF THE SUPERIOR COURT
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