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Electronically
FILED: 06/02/2021
San Luis Obispo Superior Court
By: McGuirk, Linda

7 Attorneys for Plaintiffs
ALEJANDRA GUZMAN, KARLA QUIJADA,
8 and ANTHONY MACEDONIA,
individually and on behalf of other individuals employed
9 under common circumstances and facts

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN LUIS OBISPO**

13 ALEJANDRA GUZMAN, KARLA
QUIJADA, and ANTHONY MACEDONIA,
14 individually and on behalf of other
individuals employed under common
15 circumstances and facts,

16 Plaintiffs,

17 v.

18 THE HACIENDA COMPANY, LLC, a
19 California limited liability company; AJ
SAY, an individual; and DOES 1 through
20 50, inclusive,

21 Defendants.

CASE NO.: 19CV-0543

[CLASS ACTION]

**[REVISED-PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 26, 2021

Time: 9:00 a.m.

Dept. 9

Assigned for all purposes to the
Honorable Tana L. Coates, Dept. 9

Action Filed September 13, 2019

22
23 The Unopposed Motion for Preliminary Approval of Class Action Settlement (the
24 “Motion”), filed by ALEJANDRA GUZMAN, KARLA QUIJADA, and ANTHONY
25 MACEDONIA (collectively “Named Plaintiffs”), individually and on behalf of other
26 individuals employed under common circumstances and facts, as Class/PAGA Representatives
27 and unopposed by Defendants THE HACIENDA COMPANY, LLC (“THC”) and ALAN J.
28

1 FAY (improperly named as AJ Say (“Fay”) (collectively “Defendants”), came regularly for
2 hearing before this Court on May 26, 2021, at 9:00 a.m., in Department 9 of the above-entitled
3 Court, the Honorable Tana L. Coates presiding. Allen K. Hutkin and Donald L. Mabry of the
4 Hutkin Law Firm, APC appeared as Class Counsel for and on behalf of the Named Plaintiffs
5 and the putative Settlement Class. Hannah Sweiss, of Fisher & Phillips LLP, appeared on
6 behalf of Defendants.

7 Having considered all papers in support of the Motion, including the parties’ Joint
8 Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement
9 Agreement”), and arguments of counsel at the hearing, the Court hereby makes a preliminary
10 finding that the proposed class action settlement is fair, reasonable, adequate and in the best
11 interests of the proposed class. Good cause appearing therefore, the Court **GRANTS** the
12 Motion and **ORDERS** as follows:

13 1. The Court finds that the proposed settlement described in the Settlement
14 Agreement (including the proposed award of attorneys’ fees, costs, and service awards) falls
15 within the range of reasonableness when balanced against the probable outcome of further
16 litigation, liability and damages issues, defendants’ financial condition, and potential appeals of
17 rulings. It further appears that settlement at this time will avoid substantial costs, delay, and
18 risks that would be presented by the further prosecution of the litigation.

19 2. The proposed settlement is preliminarily approved as fair, reasonable, and
20 adequate, free of collusion or indicia of unfairness, and within the range of possible final
21 judicial approval.

22 3. The Court specifically finds that the settlement resulted from extensive arms-
23 length negotiation, the settlement is sufficient to warrant dissemination of notice of settlement
24 to the Settlement Class Members (“Class Notice”), and the Named Plaintiffs and Class Counsel
25 are provisionally found to fairly and adequately represent the interests of the Settlement Class
26 and to satisfy the requirements to be representatives of and counsel to the Settlement Class.

1 4. For settlement purposes only, the Court certifies the following Class: All hourly
2 or non-exempt employees who were employed by Defendant The Hacienda Company, LLC in
3 the State of California, from September 13, 2015 through May 26, 2021.

4 5. For settlement purposes only, the Court appoints the Named Plaintiffs as
5 class/PAGA representatives, and Allen K. Hutkin and Donald L. Mabry of the Hutkin Law
6 Firm, APC, as Class Counsel.

7 6. For settlement purposes only, CPT Group is hereby approved and appointed as
8 the Settlement Administrator responsible for administering the notice and claims procedures
9 required by the Settlement Agreement.

10 7. The Class Notice and Opt Out forms attached as Exhibits 2 and 3 to the
11 Declaration of Allen K. Hutkin in Support of the Motion are sufficient to provide adequate
12 notice to the Settlement Class Members of this settlement and their rights to participate or
13 exclude themselves from the Settlement Class, and therefore meet the requirements of due
14 process, and is hereby approved.

15 8. By **June 5, 2021** (i.e., ten (10) calendar days after the Court grants the Order for
16 Preliminary Approval of Class Action Settlement), Defendants shall provide the Settlement
17 Administrator with each Settlement Class Member's: full name, Social Security Number, last
18 known address; last known telephone numbers; start date of employment; end date of
19 employment (or confirmation that the Settlement Class Member is currently employed); and
20 information showing the number of weeks worked between the following periods: September
21 13, 2015 to February 1, 2017; February 1, 2017 to October 15, 2019; and October 15, 2019 to
22 May 26, 2021 (collectively the "Class Information").

23 9. Upon receipt of the Class Information, the Settlement Administrator will
24 perform a search based on the National Change of Address Database to update and correct any
25 known or identifiable address changes. By **June 19, 2021** (i.e., within fourteen (14) calendar
26 days after the Settlement Administrator receives the Class Information from the Defendants),
27 the Settlement Administrator shall mail copies of the Class Notice (attached as Exhibit 2 to the
28 Declaration of Allen K. Hutkin), including an Opt Out form (attached as Exhibit 3 to the

1 Declaration of Allen K. Hutkin) to all Settlement Class Members via regular First Class U.S.
2 Mail (“Notice Packets”). The Notice Packets will not include a Claim Form. The procedures for
3 requesting exclusions from the settlement, as described in the Settlement Agreement and the
4 Class Notice, are approved.

5 10. The Settlement Administrator shall exercise its best judgment to determine the
6 current mailing address for each Settlement Class Member. The address identified by the
7 Settlement Administrator as the current mailing address shall be presumed to be the best
8 mailing address for each Settlement Class Member. After mailing of the Notice Packets as
9 referenced above, it will be conclusively presumed that all Settlement Class Members have
10 received the Notice Packets. Any Notice Packets returned to the Settlement Administrator as
11 non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address
12 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
13 promptly attempt to determine a correct address by use of skip-tracing, or other search using
14 the name, address or Social Security number of the Settlement Class Member involved, and
15 shall then perform a re-mailing, if another mailing address is identified by the Settlement
16 Administrator. Settlement Class Members who received a re-mailed Notice Packet shall have
17 their Response Deadline extended fifteen (15) days from the original Response Deadline.

18 11. Any Settlement Class Member who does not wish to participate in the
19 Settlement may exclude himself or herself (i.e., “opt out”) by completing and returning by mail
20 an Election to Opt Out of Class Action (“Opt Out Form”), which must be postmarked no later
21 than **July 10, 2021**, and returned to the Settlement Administrator at CPT Group, 50 Corporate
22 Park, Irvine, CA 92606. Any person who completes and timely returns an Opt Out Form shall,
23 upon its receipt, no longer be a Settlement Class Member, shall be barred from participating in
24 any portion of the Settlement, and shall receive no benefits from the Settlement. Any such
25 person, at their own expense, may pursue any claims he or she may have against Defendants.
26 Class Counsel will continue to represent all Settlement Class Members who do not request
27 exclusion. Class Counsel will not represent any person who requests exclusion from this
28 Settlement in any matter relating to the Settlement.

1 12. Any Settlement Class Member who wishes to object to the Settlement must file
2 with the Court and serve on all Parties a written statement of objection (“Notice of Objection”)
3 by the Response Deadline of **July 28, 2021**. The date of filing and the date on the Proof of
4 Service shall be deemed the exclusive means for determining that a Notice of Objection was
5 filed and timely served. The Notice of Objection must be signed by the Settlement Class
6 Member and state: (1) the full name of the Settlement Class Member; (2) the dates of
7 employment of the Settlement Class Member; (3) the last four digits of the Settlement Class
8 Member’s Social Security number or the Employee ID number; (4) the basis for the objection;
9 and (5) if the Settlement Class Member intends to appear at the Final Approval Settlement
10 Fairness Hearing. Settlement Class Members who fail to make objections in the manner
11 specified above shall be deemed to have waived any objections and shall be foreclosed from
12 making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class
13 Members who submit a timely Notice of Objection will have a right to appear at the Final
14 Approval Settlement Fairness Hearing in order to have their objections heard by the Court.

15 13. The hearing on the Final Approval of Settlement shall be held in Department 9
16 of the above entitled Court on **October 27, 2021, at 9:00 a.m.**, to determine: (1) whether the
17 proposed settlement is fair, reasonable, and adequate and should be finally approved by the
18 Court including the amount of attorneys’ fees and costs to award to Class Counsel and the
19 Settlement Administrator from the Maximum Settlement Amount; and (2) the amount of
20 service awards for the class representatives.

21 14. Any party to this case, including Class Members, may appear at the Final
22 Approval Hearing in person or by counsel, and may be heard to the extent allowed by the
23 Court, in support of or in opposition to, the Court’s determination of the good faith, fairness,
24 reasonableness, and adequacy of the proposed Settlement, the requested attorneys’ fees and
25 litigation expenses, and any Order of Final Approval regarding such Settlement, fees and
26 expenses; provided, however, that no person, except Class Counsel and counsel for Defendants,
27 shall be heard in opposition to such matters unless such person has complied with the
28 conditions set forth in the Stipulation which conditions are incorporated herein.

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15. Class Counsel shall file any papers necessary to support the final approval of the settlement, including the proposed award of attorneys' fees and costs and service awards, Per Code.

16. Upon the parties' request, the Court will schedule a hearing if needed to resolve any disputed claims. Each party will submit one brief along with any evidence or exhibits to support their claims or objections.

17. All parties have stipulated and agreed that they received Notice of Entry of this Preliminary Approval Order as of the date of this Order.

IT IS SO ORDERED.

Dated: 6/2/2021



Honorable Tana L. Coates
Judge of the San Luis Obispo County Superior Court

1 **PROOF OF SERVICE**

2 I am employed by the Hutkin Law Firm in the County of San Luis Obispo, State of
3 California. I am over the age of 18 years and not a party to the within action. My business
4 address is: 1220 Marsh Street, San Luis Obispo, California, 93401. My email address is:
5 sandra@hutkinlaw.com. On June 1, 2021, I served the following document:

6 **[REVISED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
7 APPROVAL OF CLASS ACTION SETTLEMENT**

8 on the interested parties in this action by placing a true and correct copy thereof enclosed in a
9 sealed envelope (envelope omitted if service by electronic service and/or facsimile) addressed as
follows:

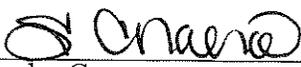
10 _____ **By United States Mail.** I am readily familiar with this business' practice for collection
11 and processing of correspondence for mailing with the United States Postal Service. On
12 the same day that correspondence is placed for collection and mailing, it is deposited in
13 the ordinary course of business with the United States Postal Service in a sealed envelope
14 with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed
envelope or package addressed to the person(s) at the address(es) as set forth below, and
following ordinary business practices I placed the package for collection and mailing on
the date and at the place of business set forth below.

15 _____ **By Personal Service.** I served the above referenced document(s) by placing them in an
16 envelope or package addressed to the person(s) at the address(es) listed below and hand
delivered to them to the office of the addressee(s) shown below.

17 **By Electronic Service.** Based on a court order or an agreement of the parties to accept
18 service by electronic transmission, I caused the above-reference document(s) to be sent to
the person(s) at the electronic address(es) listed below.

19 Todd B. Scherwin
20 Hannah Sweiss
21 Robert D. Wilson III
22 FISHER & PHILLIPS, LLP
23 444 South Flower Street, Suite 1500
Los Angeles, CA 90071
tscherwin@fisherphillips.com
hsweiss@fisherphillips.com
rwilson@fisherphillips.com

24 I declare under penalty of perjury that the foregoing is true and correct. Executed on June
25 1, 2021, in San Luis Obispo, California.

26 
27 _____
Sandra Coracero