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Superior Court of California
County of Los Angeles

MAR 11 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso, Deputy

Attorneys for Plaintiff
JUAN ALCARAZ, an Individual,
on behalf of himself and all others similarly situated

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

JUAN ALCARAZ, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

WESTERN SHIELD ACQUISITIONS, LLC;
and DOES 1 through 100, Inclusive

Defendants.

RECEIVED

MAR 09 2021

Room 106

CASE NO.: 20STCV01764

[Assigned for all purposes to the Hon. Elihu M.
Berle - SSC Dept. "6"]

~~FURTHER AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: March 5, 2021
Time: 8:30 a.m.
Dept: 6

Complaint Filed: January 15, 2020
First Amended Complaint Filed: July 8, 2020
Trial Date: None yet

On January 15, 2020 the Complaint herein was filed by Plaintiff Juan Alcaraz, on behalf of
himself and all others similarly situated ("Plaintiff") against Defendant Western Shield Acquisitions,

1 LLC pursuant to the California Labor Code (“Labor Code”) and California Business & Professions
2 Code (“B&PC”) §17200, et seq. Thereafter, Plaintiff filed a First Amended Class Action Complaint
3 July 08, 2020 to add the ninth cause of action under the Private Attorneys General Act (Lab. Code §§
4 2698, et seq.) (“PAGA). Plaintiff’s complaint asserts claims against Defendants for (1) Failure to Pay
5 Overtime Wages; 2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages at the Legal
6 Overtime Pay Rate; 4) Failure to Provide Meal Periods or Compensation in Lieu of; (5) Failure to
7 Provide Paid Rest Periods; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Violation of
8 Labor Code § 203; (8) Unfair Business Practices (Bus. & Prof. Code, § 17200, et seq.) (“UCL”); and
9 (9) Penalties Pursuant to PAGA.

10 Defendants deny Plaintiff’s allegations in their entirety and deny liability on all claims. On or
11 about February 2021, the Parties reached a class action settlement subject to Court approval as
12 represented in the Amended Joint Stipulation and Settlement of Class Action Claims (the “Settlement”/
13 “Stipulation”/ “Settlement Agreement”) which is attached as Exhibit “1”.

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

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

19 2. The Court conditionally certifies and approves, for settlement purposes only, Settlement
20 Class as defined as follows: All current and former non-exempt, hourly-paid employees who worked for
21 Western Shield Acquisitions, LLC. in California at any time from January 15, 2016 through October 31,
22 2020.

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

27 4. The Class Representative shall be Juan Alcaraz.

28 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,

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

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

24 7. A Final Approval Hearing (the "Hearing") shall be held on the date as indicated
25 Implementation Schedule below before the Honorable Elihu M. Berle in Department 06 of the Los
26 Angeles County Superior Court located at 312 North Spring Street, Los Angeles California 90012. The
27 purpose of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved
28 by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's

1 request for attorney's fees and costs; (c) the reasonableness of the Service Award requested for the
2 Named Plaintiff; and (d) Order entry of Judgment in the Action, which shall constitute a complete
3 release and bar with respect to the Released Claims as described in the Stipulation.

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

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

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

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

23 10. Class Members may request exclusion from the Settlement Class by submitting a timely
24 written request to be excluded from the Class as set forth in the Stipulation. In order to be valid, the
25 Request for Exclusion letter must be received by the Settlement Administrator no later than the date
26 indicated in the Implementation Schedule below. Any Class Member who submits a valid and timely
27 Request for Exclusion will not be entitled to any recovery under the Settlement and will not be bound
28 by the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to

1 submit valid and timely requests for exclusion shall be Participating Class Members and shall be bound
2 by all terms of the Settlement and any Final Judgment.

3 11. Class Members who do not request exclusion may object to the Settlement and appear at
4 the Settlement Hearing to show cause why the proposed Settlement should not be approved and to
5 present any opposition to the application of Class Counsel for attorneys' fees, costs and expenses. The
6 Objection letter must be received by the Settlement Administrator no later than the date indicated in the
7 Implementation Schedule below, and must be served on the claims administrator and Class Counsel as
8 follows:

9 To Class Counsel:

10 Bruce Kokozyan, Esq.
11 KOKOZIAN LAW FIRM, APC
12 9440 S. Santa Monica Blvd. Suite 510
13 Beverly Hills, CA 90210

14 To Defendant's Counsel:

15 PACIFIC EMPLOYMENT LAW LLP
16 Maureen K. Bogue, Esq.
17 Noah Levin, Esq.
18 260 California Street, Suite 500
19 San Francisco, CA 94111

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

22 12. The Court hereby preliminarily approves the definition and disposition of the Gross
23 Fund Value as that term is defined in the Settlement. The Gross Fund Value is equal to and shall not
24 exceed Ninety-Five Thousand Dollars (\$95,000.00) which is inclusive of the payment of attorneys'
25 fees, class counsel's costs, the Settlement Administration Costs, the Net Fund Value to be distributed to
26 Participating Class members, the Services Award to the Named Plaintiff and the PAGA payment. The
27 Court preliminarily approves the above distribution of the Gross Fund Value, all subject to the Court's
28 final approval of the Settlement. Defendants shall be required to pay only the Gross Fund Value of
Ninety-Five Thousand Dollars (\$95,000.00) and Defendant shall also pay the employer-side share of
payroll taxes (which will be paid by Defendants separate and in addition to the Gross Fund Value).

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

1	a.	Deadline for Defendant to submit Class List and Data Report to Settlement Administrator	March 19, 2021
2			
3			
4	b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	April 2, 2021
5			
6	c.	Plaintiff to file a Supplemental Administrator's Report re: Class Notice, objections, opt-outs	May 18, 2021
7			
8	d.	Deadline for Requests for Exclusions/ Objections to the Settlement or Workweek response	June 2, 2021
9			
10			
11	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	May 3, 2021
12			
13			
14			
15	f.	Final Approval Hearing and Final Approval	<i>July 1, 2021 at 9:00 a.m.</i>

16

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

18 the Class Members and retains jurisdiction to consider all further applications arising out of or

19 connected with the proposed Stipulation of Settlement.

20 15. Pending final determination as to whether the settlement contained in the Stipulation

21 should be approved, the Class Representative, whether directly, representatively, or in any other

22 capacity, whether or not such persons have appeared in the Action, shall not institute or prosecute any

23 claims against Defendants, its directors, officers, employees, agents, and anyone acting in concert with

24 it, or any parent, related or affiliated, predecessor or subsidiary corporation, which have been or could

25 have been asserted in the Action based upon the acts and transactions alleged therein, including any

26 claims related to or arising out of the allegations in the Action.

27 16. All further proceedings in this Action shall be stayed except such proceedings necessary

28 to review, approve, and implement this Settlement.

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

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

14
15 IT IS SO ORDERED.

16 Dated: 3-11-21

ELIHU M. BERLE

THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT