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FILED
Superior Court of California
County of Los Angeles

NOV 03 2020

Sherril R. Carter, Executive Officer/Clerk of Court
By Dejane Wortham, Deputy
Dejane Wortham

Attorneys for Plaintiff DAVID LOPEZ, as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES-CENTRAL DISTRICT
SPRING STREET COURTHOUSE

10 DAVID LOPEZ, as an individual and on
11 behalf of all employees similarly situated,

12 Plaintiff,

13 v.

14 DUNWEIZER FABRICATION, INC., a
15 California corporation; and DUNWEIZER
16 MACHINE, INC., a California corporation,
17 collectively dba DUNWEIZER MACHINE
18 and FABRICATION, and DOES 1 through
19 50, inclusive,

Defendant.

Case No.: BC717333

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned to for all purposes:
Hon Ann Jones; Dept.:11

Date: TBD
Time: TBD
Dept.: 11

RECEIVED
LOS ANGELES SUPERIOR COURT
JUL 13 2020
I. LOVO

1 On 11-3-2020 the Court held a hearing on Plaintiff's
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). The Court having
3 reviewed the Motion and the Joint Stipulation of Class Action Settlement and General Release
4 ("Settlement Agreement"), along with the proposed Notice of Class Action Settlement
5 ("Notice") and Exclusion Form attached to the Declaration of Kevin Mahoney, pursuant to which
6 Plaintiff DAVID LOPEZ ("Plaintiff" or "Class Representative"), individually and on behalf of
7 the Settlement Class for which he seeks to be the representative, has agreed to settle his claims
8 against Defendant DUNWEIZER FABRICATION, INC. (hereinafter "Defendant"). The Court
9 having also considered the Memorandum of Points and Authorities in support of the Motion and
10 the declaration of counsel submitted in support thereof, and for good cause appearing therein, the
11 Court now FINDS and ORDERS as follows:

- 12 1. The proposed Settlement Class satisfies the requirement of a class because the
13 members are readily ascertainable and a well-defined community of interest exists
14 in the questions of law and fact affecting the Parties.
- 15 2. Pursuant to the Settlement, the certified class is defined as: "all non-exempt
16 employees, currently and formerly employed by Defendant Dunweizer
17 Fabrication Inc., a California corporation, ("DFI"), in the State of California
18 during the Class Period, who were or are California residents." ("Class" and
19 "Class Member")" The Court hereby approves the class definition.
- 20 3. The Settlement (including the proposed award of attorneys' fees, LWDA payment,
21 litigation costs, and Enhancement Payment to the Class Representatives) falls
22 within the "range of reasonableness" and therefore the Court grants preliminary
23 approval of the Settlement. Based on a review of the papers submitted by the
24 Parties, the Court finds that the Settlement is the result of arm's length negotiations
25 conducted after Class Counsel had thoroughly and adequately investigated the
26 claims and became familiar with the strengths and weaknesses of those claims.
- 27 4. The Court finds and concludes that the proposed Notice and Exclusion Form, and
28 the procedures set forth in the Settlement for providing notice to the Class will

1 provide the best notice practicable, satisfy all notice requirements, adequately
2 advise Class Members of their rights under this Settlement, and therefore meet the
3 requirements of due process. The Notice of Settlement (“Notice”) fairly, plainly,
4 accurately, and reasonably informs Class Members of: (1) appropriate
5 information about the nature of this Action, the definition of the Class, the identity
6 of Class Counsel, and the essential terms of the Settlement; (2) appropriate
7 information about Plaintiffs and Class Counsel’s forthcoming applications for the
8 enhancement payment to the Class Representatives and the Class Counsel
9 attorneys’ fees and litigation costs award; (3) appropriate information about how
10 the proceeds of the Settlement will be distributed, and about Class Members’
11 rights to appear through counsel if they desire; (4) appropriate information about
12 how to object to the Settlement or submit an Exclusion Request Form, if a Class
13 Member wishes to do so; and (5) appropriate instructions as to how to obtain
14 additional information regarding this Action and the Settlement. The proposed
15 plan for mailing the Notice and Exclusion Form, by first class mail to the most
16 current mailing address information from a National Change of Address Search
17 (NCOA) based on the most current information provided from Defendant’s
18 records, is an appropriate method, reasonably designed to reach all individuals
19 who would be bound by the Settlement. If Notice forms are returned because of
20 incorrect addresses, the Claim Administrator shall use reasonable practices to
21 obtain more current address information for Class Members (such as utilizing
22 Class Members’ Social Security numbers to search electronic address databases)
23 and re-mail the Notice forms to any new address thus obtained. If new address
24 information is obtained by return mail, the Claim Administrator shall promptly
25 forward the Notice to the addressee via first class regular U.S. Mail. On all such
26 re-mails, the Claims Administrator shall indicate on the Notice the date it was re-
27 mailed, and notify counsel for Defendant and Plaintiffs of the date of each re-
28 mailing.

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5. Settlement Class Members, including both current and former employees of Defendants, are not required to take any action to receive Individual Settlement Awards based on the qualifying hours calculation.
6. The Notice and Exclusions Form (collectively, the "Notice Packet"), and the manner of distributing the Notice Packet, are approved.
7. The Parties are ordered to carry out the Settlement according to its terms.
8. Plaintiff David Lopez is appointed the Class Representative for the class. Kevin Mahoney and Berkeh Alemzadeh of Mahoney Law Group, APC are appointed Class Counsel.
9. The Court appoints Phoenix Class Action Administration Solutions as the Claims Administrator. Promptly following the entry of this Order, the Claims Administrator will prepare final versions of the Notice Packets, incorporating into them the relevant dates and deadlines set forth in this order.
10. Within fifteen (15) days of preliminary approval, Defendant shall provide the Claims Administrator with the following information that is within Defendant's possession for each Class Member: 1. Class Member's full name; 2. Class Member's last known address; 3. Class Member's last known telephone number; 4. Class Member's last four digits of social security number; 5. Class Member's employee identification number; and based on Defendant's payroll records, the Class Member's total number of workweeks. This information shall be based on Defendant's payroll and other business records and in a format readily accessible to Defendant. The data contained in the Database shall remain confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the Claims Administrator to carry out the reasonable efforts required by this Agreement, or pursuant to express written authorization by Defendant or by order of the Court. The Claims Administrator shall be authorized to use any reasonable practices to locate Class Members in order to provide them with Notice Packets and/or Settlement Payments. Neither Class Counsel nor the Claims

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1 Administrator may use the Database for any purpose other than to administer the
2 Settlement as provided in the Settlement.

3 11. Within ten (10) days after receipt of the database containing Defendant's records
4 pursuant to the Settlement, herein, the Claims Administrator shall mail a copy of
5 the Notice to all Class Members by first class regular U.S. mail, using the most
6 current mailing address information possessed by Defendant. The Claims
7 Administrator will engage in address searches consistent with their normal
8 practices in settlements of wage claims, including skip tracing. Any returned
9 envelopes from this mailing with forwarding address will be utilized by the Claims
10 Administrator to forward the Notice to the Class Members.

11 12. Class Members will receive an Individual Payment unless they submit a timely
12 Request for Exclusion Form.

13 13. Each Notice of Settlement will include the total Work weeks worked by the Class
14 Members during the Relevant Time Period. To the extent a Class Member
15 disputes the information listed on his or her Notice of Settlement, the Class
16 Member may produce evidence to the Claims Administrator showing the number
17 of weeks the Class Member contends to have worked during the Class Period.
18 Defendant's records will be presumed determinative, but the Parties will meet and
19 confer to evaluate the evidence submitted by the Class Member. If the Parties
20 cannot agree, the dispute will be submitted to the Claims Administrator whose
21 decision as to the proper number of Individual Work weeks will be final and
22 binding. In the event Notices are re-mailed to certain Class Members by the
23 Claims Administrator, those Class Members will have forty-five (45) days from
24 the second mailing to exclude themselves from the Settlement or to object to the
25 Settlement. All objections to the Settlement must be in writing and be sent to the
26 Claims Administrator within forty-five (45) days after the initial mailing of the
27 Notice Packets by the Claims Administrator in accordance with the specific
28 instruction set forth in the "Notice of Settlement of Class Action", unless the Class

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Member received another Notice in a second mailing. In the event a Class Member receives a second mailing of the Notice, the Class Member will have an additional fourteen (14) calendar days from the second mailing to object to the Settlement or to exclude him or herself. Pursuant thereto, copies of all objections will be sent to Class Counsel and Defendant's Counsel, by the Claims Administrator. The objection must be in writing and contain his or her intent to object. A Class Member who fails to file and serve a timely written statement of objection in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Only Class Members who have not excluded themselves from the Settlement (i.e. "opted-out") may file objections. The date of filing with the Claims Administrator shall be the exclusive means for determining whether an objection has been timely filed.


- 14. The deadline for serving the Notice to Class Members is 11-30-20.
- 15. The deadline for Class Members Objecting or Opting out is 1-14-21.
- 16. The Court will conduct a Final Fairness Hearing on 3-22, 2021, at 10:00 am. a.m. in Department 11 to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement Payment to the Class Representatives. If the settlement is finally approved by the Court, this matter will be dismissed, with prejudice, and Defendant will receive a release of claims as set forth in the Settlement Agreement.
- 17. Briefs in Support of the Final Fairness approval shall be filed on or before 2/26, 2021.
- 18. The Court reserves the right to continue the date of the Final Fairness Hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

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1 19. In the event the Settlement is not finally approved, or otherwise does not become
2 effective in accordance within the terms of the Settlement, this Order shall be
3 rendered null and void and shall be vacated, and the Parties shall revert to their
4 respective positions as of before entering into the Settlement.

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6 **IT IS SO ORDERED.**

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8 DATED: 11-3-20

9 
10 THE HONORABLE ANN I. JONES
11 JUDGE OF THE SUPERIOR COURT

11/06/2020

11/06/2020

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802


On **July 13, 2020**, I served [X] true copies [] originals of the following document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

8 9 10 11 Arin Norijanian, Esq. Barry A. Bradley, Esq. Jaimee K. Wellerstein, Esq. Bradley & Gmelich LLP 700 North Brand Blvd., 10th Floor Glendale, CA 91203	12 13 14 15 Attorney for Defendant: DUNWEIZER FABRICATION, INC. and DUNWEIZER MACHINE, INC. Telephone: (818) 243-5200 Facsimile: (818) 243-5266
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 By Electronic Service: Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

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 (State): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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Executed on **July 13, 2020** at Long Beach, California.

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Nicole Pierson