

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 09 2021

BY 
JESSICA MORALES, CLERK

1 HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
3 tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
4 amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
5 El Segundo, California 90245
Tel: (424) 292-2350
6 Fax: (424) 292-2355

7 *Attorneys for Plaintiff*

8
9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN BERNARDINO

12 ULISSES LOPEZ, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 GOOD-WEST RUBBER CORP., a California
17 corporation; GOODWEST RUBBER LININGS
18 INCORPORATED, a California corporation;
and DOES 1 through 100,

19 Defendants.
20

Case No. CIVDS2011219

*[Case assigned for all purposes to the Hon.
David S. Cohn, Dept. S-26]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 9, 2021
Time: 10:00 a.m.
Dept.: S-26

Action Filed: June 23, 2020
Trial Date: None Set

1 The Motion of Plaintiff Ulisses Lopez (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came regularly for hearing before this court on August 9, 2021, at
3 10:00 a.m. The Court, having considered the proposed Settlement Agreement (“Settlement
4 Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Paul K. Haines filed
5 concurrently with the Motion; having considered Plaintiff’s Motion, the memorandum of points
6 and authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set
9 forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of
10 a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.

11 2. The Court preliminarily approves the terms of the Settlement Agreement and finds
12 that they fall within the range of approval as fair, adequate and reasonable. Based on a review of
13 the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm’s-length
14 negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims
15 and became familiar with the strengths and weaknesses of the claims. The assistance of an
16 experienced mediator in the settlement process supports the Court’s conclusion that the
17 Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only
18 to any objections that may be raised pursuant to the terms of the Settlement Agreement.

19 3. For purposes of the Settlement, the Court finds that the proposed Settlement Class
20 is ascertainable and that there is a sufficiently well-defined community of interest among the
21 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
22 only, the Court grants conditional certification of the following Settlement Class:

23 All current and former non-exempt employees hired directly by Good-West
24 Rubber Corp. (“Good-West” or “Defendant”) (i.e., not through a staffing agency)
25 and who worked for Good-West in California at any time from April 1, 2016
through June 11, 2021 (the “Class Period”).

26 4. For purposes of the Settlement, the Court designates named Plaintiff as Class
27 Representative, and designates Paul K. Haines, Tuvia Korobkin, and Alexandra R. McIntosh of
28 Haines Law Group, APC as Class Counsel.

1 5. The Court designates Phoenix Settlement Administrators as the third-party
2 Settlement Administrator for mailing notices.

3 6. The Court approves, as to form and content, the Notice of Class Action Settlement
4 (“Class Notice”) and the Notice of Settlement Award (collectively referred to as the “Notice
5 Packet”), attached as Exhibits A and B, respectively, to the Settlement Agreement.

6 7. The Court finds that the form of notice to the Settlement Class regarding the
7 pendency of the action and the Settlement, and the method of giving notice to the Settlement
8 Class, constitute the best notice practicable under the circumstances, and constitute valid, due,
9 and sufficient notice to all Settlement Class members. The form and method of giving notice
10 complies fully with the requirements of Cal. Code of Civil Procedure section 382, Cal. Rules of
11 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

12 8. The Court further approves the procedures for Settlement Class Members to opt-
13 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

14 9. The procedures and requirements for submitting objections in connection with the
15 Final Approval Hearing are intended to ensure the efficient administration of justice and the
16 orderly presentation of any Settlement Class Member’s objection to the Settlement, in accordance
17 with the due process rights of all Settlement Class Members.

18 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
19 Settlement Class Members in English and Spanish, in accordance with the terms of the Settlement.

20 11. The Class Notice shall provide at least 60 calendar days’ notice for Settlement
21 Class Members to submit disputes, opt-out of, or object to the Settlement.

22 12. The Court GRANTS Plaintiff’s request to file the proposed First Amended
23 Complaint (“FAC”), attached as Exhibit 2 to the Declaration of Paul K. Haines filed concurrently
24 with the Motion. Plaintiff shall file the FAC within 10 Court days of the date this Order is entered
25 by the Court.

26 13. The Final Approval Hearing on the question of whether the Settlement Agreement
27 should be finally approved as fair, reasonable and adequate is scheduled on
28 1-4-22, at 10:00 a.m./ p.m. in Department S-26 of this Court, located

1 at 247 West Third Street, San Bernardino, California 92415. The Court reserves the right to
2 continue the date of the Final Approval Hearing without further notice to the Settlement Class.

3 14. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
4 should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a
5 judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
6 application for reasonable attorneys' fees and costs, Plaintiff's incentive award, administration
7 costs, and payment to the Labor & Workforce Development Agency ("LWDA") for its share of
8 civil penalties under the Private Attorneys General Act ("PAGA"), should be granted.

9 15. Counsel for the parties shall file memoranda, declarations, or other statements and
10 materials in support of their request for final approval of the Settlement, attorneys' fees and costs,
11 Plaintiff's incentive award, administration costs, and payment to the LWDA for its share of PAGA
12 penalties, prior to the Final Approval Hearing according to the time limits set by the Code of Civil
13 Procedure and the California Rules of Court.

14 16. An implementation schedule is provided below:

Event	Date
Good-West to provide Class Data to Settlement Administrator (10 business days after preliminary approval):	August 23, 2021
Settlement Administrator to mail the Notice Packet to Settlement Class members (10 business days after provision of Class Data):	September 7, 2021
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement (60 days after mailing of Notice Packet):	November 6, 2021
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	December 3, 2021
Final Approval Hearing	1-4-22 at 10:00am


17. Pending the Final Approval Hearing, all proceedings in this action, other than
18 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
19 Order, are stayed.

20 ///
21 ///
22 ///

1 18. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: 8/9, 2021

6 
7 _____
8 Honorable David S. Cohn
9 Judge of the Superior Court

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28