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5 Attorneys for ERIK MARTINEZ,  
6 on behalf of himself, all others similarly situated,  
and on behalf of the general public.  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ERIK MARTINEZ on behalf of himself and  
all others similarly situated, and on behalf of  
12 the general public,

13 Plaintiff,

14 vs.

15 PATRICK INDUSTRIES, INC.; and DOES1-  
16 100;

17 Defendants.

Case No. CIVDS2009663  
ASSIGNED FOR ALL PURPOSES TO:  
The Honorable David Cohn  
Department S-26

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, SETTING OF FINAL APPROVAL  
HEARING DATE**

18 Complaint filed: June 1, 2020  
19 Trial date: Not set

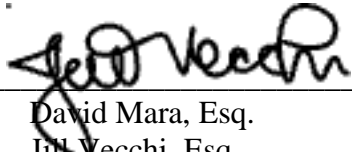
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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

NOTICE IS HEREBY GIVEN that on July 5, 2022, the Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date. A true and correct copy of the Court's Judgement is attached hereto as Exhibit 1.

**MARA LAW FIRM, PC**

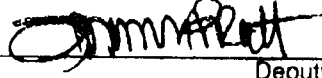
Dated: July 5, 2022

By:  \_\_\_\_\_  
David Mara, Esq.  
Jill Vecchi, Esq.  
Attorney for Plaintiff Erik Martinez

# **Exhibit 1**

FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUL 05 2022

By   
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO

ERIK MARTINEZ on behalf of himself, all  
others similarly situated, and on behalf of  
the general public,

Plaintiffs,

v.

PATRICK INDUSTRIES, INC.; and DOES  
1-100,

Defendants.

Case No. CIVDS2009663

[Assigned for All Purposes to the Hon. David S.  
Cohn, Dept. S-26]

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, SETTING OF FINAL APPROVAL  
HEARING DATE**

Date: July 5, 2022  
Time: 10:00 a.m.

Complaint Filed: June 1, 2020  
Trial Date: None Set



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**I. RECITALS**

This action is currently pending before this Court as a putative class action (the "Action"). Plaintiff Erik Martinez has applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read and considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date; the Declaration of David Mara, Esq., in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and attached exhibits. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

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**II. FINDINGS**

After review and consideration of the Agreement and Plaintiff's motion for preliminary approval and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.
2. The certification of the Class solely for purposes of settlement is appropriate in that: (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (2) there are questions of law and fact common to the Class which predominate over any individual questions; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.
3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case.
4. Plaintiff does not have any conflicts that would preclude him from serving as Class Representative, and his appointment comports with the requirements of due process.

1           5.     Class Counsel does not have any conflicts that would preclude them from acting as Class  
2 Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due  
3 process.

4           6.     The notice of proposed class action settlement attached as Exhibit 1 to the Agreement  
5 complies with due process because the notice of proposed class action settlement is reasonably calculated  
6 to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Agreement;  
7 and (iii) their rights, including the right to either participate in the settlement, exclude themselves from  
8 the settlement, or object to the settlement. Plaintiff's proposed plan for class notice and settlement  
9 administration is the best notice practicable under the circumstances.

10 **III.   ORDER**

11           The Court having considered the papers submitted in support of the motion for preliminary  
12 approval, HEREBY ORDERS THE FOLLOWING:

13           1.     The Court finds on a preliminary basis that the provisions of the Agreement are fair, just,  
14 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15           2.     The following Class is conditionally certified for purposes of settlement only: All non-  
16 exempt employees of Defendant who worked in California from June 1, 2016 through June 10, 2022.

17           3.     The Agreement provides for the following release as to Participating Class Members,<sup>1</sup>  
18 which is hereby approved conditionally: The Released Claims applicable to Plaintiff and all Participating  
19 Class Members shall mean: any and all claims, debts, liabilities, demands, obligations, penalties,  
20 guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or  
21 nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have  
22 arisen out of the same facts alleged in the Complaint, against the Released Parties and any and all Doe  
23 defendants. The Released Claims include, but are not limited to, 1) Failure to Pay All Straight Time  
24 Wages and/or Minimum Wages; 2) Failure to Pay All Overtime Wages; 3) Failure to Provide Meal  
25 Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 5- 2001(11); Cal. Code Regs., tit. 8 § 11050);  
26 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 5- 2001(12);

27 \_\_\_\_\_  
28 <sup>1</sup> Participating Class Members are Class Members who have not timely requested exclusion from the Settlement.

1 Cal. Code Regs. tit. 8 § 11050); 5) Knowing and Intentional Failure to Comply with Itemized Employee  
2 Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175); 6) Failure to Pay All Wages Due at the  
3 Time of Termination of Employment (Lab. Code §§ 201-203); and 7) Violation of Unfair Competition  
4 Law (Bus. & Prof. Code § 17200, et seq.). This release will be for the Class Period. PAGA Aggrieved  
5 Employees will also release any claims under the Private Attorneys General Act, Labor Code §2699, et  
6 seq. as described in the Agreement.

7 3. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls  
8 within the range of reasonableness and appears to be presumptively valid, subject only to any objections  
9 that may be raised at the final approval hearing and final approval by this Court.

10 4. Plaintiff Erik Martinez is conditionally approved as the Class Representative for the Class.

11 5. The proposed Class Representative Enhancement Payment of \$7,500, payable to Erik  
12 Martinez for his services as class representative is conditionally approved.

13 6. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

14 7. The proposed awards of up to \$599,940 in attorneys' fees and up to \$30,000 in actual costs  
15 payable to Class Counsel are conditionally approved.

16 8. A final approval hearing on the question of whether the settlement, attorneys' fees and  
17 costs to Class Counsel, and the Class Representative Enhancement Payments should be finally approved  
18 as fair, reasonable and adequate as to Class Members is scheduled in Department S26 on the date and time  
19 set forth in the Implementation Schedule below.

20 9. The Court confirms Phoenix Class Action Administration Solutions as the Settlement  
21 Administrator.

22 10. The proposed payment of up to \$15,000 in costs to Phoenix Class Action Administration  
23 Solutions for its services as the Settlement Administrator is conditionally approved.

24 11. The Court also hereby conditionally approves and orders payment from the Gross  
25 Settlement Amount of the PAGA Payment of \$75,000 (75% of which shall be paid to the Labor and  
26 Workforce Development Agency, and 25% of which shall be distributed to the PAGA Aggrieved  
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1 Employees<sup>2</sup>).

2 12. The Court approves, as to form and content, the notice of class action settlement in  
3 substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure for Class  
4 Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

5 13. The Court directs the mailing of the notice of class action settlement by first class mail to  
6 Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected  
7 for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the  
8 requirements of due process and provide the best notice practicable under the circumstances and shall  
9 constitute due and sufficient notice to all persons entitled thereto.

10 14. To facilitate administration of the settlement pending final approval, the Court hereby  
11 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative  
12 proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement  
13 of the California Department of Industrial Relations) regarding claims released by the Agreement unless  
14 and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator  
15 and the time for filing valid Requests for Exclusion with the Settlement Administrator has elapsed. This  
16 provision shall not apply to claims not alleged in the Action.

17 **IV. IMPLEMENTATION SCHEDULE**

18 The Court orders the following Implementation Schedule for further proceedings:

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21 Deadline for Defendant to submit Class 22 Data to Settlement Administrator:	July 26, 2022 [15 business days after entry of this Order]
24 Deadline for Settlement Administrator to 25 Mail the Class Notice to Class Members	August 9, 2022 [14 calendar days after receipt of the Class List and Data]

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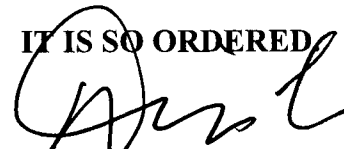
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28 <sup>2</sup> PAGA Aggrieved Employees are Class Members who worked for Defendant in California at any time  
from February 19, 2019 through June 10, 2022.



<p>1 Deadline for Class Members to Postmark 2 Requests for Exclusion or Objections</p>	<p>September 8, 2022 [30 calendar days after mailing of Notice to Class Members]</p>
<p>4 Deadline for Class Counsel to file Motion 5 for Final Approval of Settlement, 6 Attorneys' Fees and Costs, and Class 7 Representative Enhancement Payment</p>	<p>16 court days before Final Approval Hearing</p>
<p>8 Final Approval Hearing and Final Approval</p>	<p><u>12/15</u>, 2022, at <u>10:00</u></p>

11 **IT IS SO ORDERED**

12 Dated: 7/6/27, 2022

13 By   
14 Honorable David Cohn  
15 San Bernardino County Superior Court Judge

1 *Case Name:* **Erik Martinez v. Patrick Industries, Inc., and Does 1-100**  
2 *Court:* **San Bernardino Superior Court**  
3 *Case Number:* **CIVDS2009663**

4 **PROOF OF SERVICE**

5 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

6 I am employed in the County of: San Diego, State of California.

7 I am over the age of 18 and not a party to the within action; my business address is:  
8 2650 Camino Del Rio N. Suite 205, San Diego, CA 92108

9 On, July 5, 2022 I served the foregoing document(s) described as:

10 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR  
11 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL  
12 CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL  
13 HEARING DATE**


14 On interested parties in this action

15 Ellen E Boshkoff  
16 **Faegre Drinker Biddle & Reath LLP**  
17 1800Centry Park East, suite 1500  
18 Los Angeles, CA 900250  
19 [Ellen.boshkoff@faegredrinker.com](mailto:Ellen.boshkoff@faegredrinker.com)

20 **[XX] (BY E-MAIL)** On July 5, 2022, I caused the documents to be sent to the persons at the  
21 electronic notification addresses of the parties named above. I did not receive, within a  
22 reasonable time after the transmission, any electronic message or other indication that the  
23 transmission was unsuccessful.

24 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the State of California  
25 that the above is true and correct.

26 Dated: July 5, 2022

27   
28 Mathew Adame