

SEP 22 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff Jose Maldonado, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE MALDONADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ADD-ON COMPUTER PERIPHERALS
LLC, a California Limited Liability
Company; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2021-01206062-CU-OE-CXC
[Assigned to Hon. William Claster, Dept
CX104, for all purposes]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint Filed: June 14, 2021

1 **ORDER**

2 Having considered the Amended Class and PAGA Action Settlement Agreement and
3 Release of Claims (“Settlement Agreement” or “Settlement”), the Memorandum of Points and
4 Authorities in Support of the Motion for Preliminary Approval of Class and PAGA Action
5 Settlement, all documents and legal authorities in support thereof, and for good cause appearing
6 therefor, IT IS HEREBY ORDERED:

7 1. The Court grants preliminary approval of the Settlement based upon the terms set
8 forth in the Settlement Agreement¹. The Settlement appears to be fair, adequate and reasonable
9 to the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the
10 Settlement is the result of arms-length negotiations conducted after Class Counsel had
11 adequately investigated the claims and became familiar with the strengths and weaknesses of the
12 claims. The assistance of an experienced mediator in the Settlement process supports the Court’s
13 conclusion that the Settlement is non-collusive.

14 2. For settlement purposes only, the Court conditionally certifies the following
15 Settlement Class:

16 All current and former non-exempt employees employed by Defendant in
17 California at any time during the Class Period of June 14, 2017, through June 15,
18 2022.

19 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
20 current and former non-exempt employees employed by Defendant in California at any time
21 during the PAGA Period of June 14, 2020, through June 15, 2022.” Under the Settlement,
22 \$30,000 will be allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount.
23 Of this \$30,000 amount, \$22,500 (75%) will be paid to the California Labor Workforce
24 Development Agency (“LWDA”) in satisfaction of the claims for penalties under the California
25 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”),
26 and the remaining \$7,500 (25%) will be paid to the Aggrieved Employees based upon the number
27

28 ¹ See Exhibit 1 to the Supplemental Declaration of Brian Mankin ISO Motion for Preliminary Approval, which was
filed on September 7, 2022.

1 of Pay Period Worked by each Aggrieved Employee during the PAGA Period. Any Aggrieved
2 Employee who timely requests exclusion from the Settlement will still receive a share of PAGA
3 Penalties and be bound by the release of the PAGA Claims.

4 4. The Court has determined that sufficient evidence has been presented to grant
5 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively
6 valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a
7 final determination at the Final Approval Hearing.

8 5. For settlement purposes only, Plaintiff Jose Maldonado is appointed as the Class
9 Representative, and Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP are appointed
10 as Class Counsel.

11 6. The Court approves, as to form and content, the Class Notice (attached hereto as
12 Exhibit "A") and finds that the Class Notice satisfies the requirements of California Rule of
13 Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the final
14 approval hearing date, the proposed Settlement terms and of their options, including: (1) the
15 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
16 terms of the Settlement; (2) Named Plaintiff's and Class Counsel's applications for the class
17 representative's enhancement award, and Class Counsel's request for attorneys' fees and
18 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4)
19 Class Members' rights to appear through counsel if they desire; (5) how to object to the
20 Settlement or submit a request to opt-out of the Settlement with respect to the Released Class
21 Claims if a Class Member wishes to do so; and (6) how to obtain additional information
22 regarding the action and the Settlement. Counsel for the Parties are authorized, upon mutual
23 agreement, to correct any typographical errors in the Settlement Agreement and make
24 clarifications, to the extent the same are found or needed, so long as such corrections do not
25 materially alter the substance of the documents.

26 7. The Court approves the procedure for Class Members to participate in, request
27 exclusion from, or object to the Settlement with respect to the Released Class Claims. The Court
28 also approves the procedure for Class Members to preserve the right to appeal as set forth in the

1 Settlement Agreement and the Class Notice. Class Members who wish to request exclusion or
2 object to the Settlement of the Class Claims are directed to mail the appropriate documents to the
3 Settlement Administrator (and not to the Court) within the time periods set forth in the Class
4 Notice.

5 8. The Court approves Phoenix Class Action Administration to act as the Settlement
6 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
7 Agreement.

8 9. The Court finds that the deadlines and method set forth in the Settlement
9 Agreement for the mailing of the Notice and related forms described herein meet the
10 requirements of due process, provide the best notice practicable under the circumstances,
11 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
12 requirements of California law.

13 10. Defendant is directed to provide the Settlement Administrator, not later than
14 twenty-one (21) days after entry of the Preliminary Approval Order, a spreadsheet containing the
15 Class Data, as set forth in the Settlement Agreement.

16 11. The Court directs the Settlement Administrator to calculate the number of Pay
17 Periods credited for each Class Member and Aggrieved Employee, perform address verification
18 measures and mail the Class Notice in English (with Spanish and Vietnamese translations
19 available upon request) by first class mail to the Settlement Class Members within ten (10) days
20 of receipt of the Class Data and to otherwise carry out the Settlement according to the terms of
21 the Settlement Agreement and in conformity with this Order. The Parties are also ordered to
22 carry out the Settlement according to the terms of the Settlement Agreement.

23 12. All Class Members shall be deemed to participate in the Settlement, although any
24 Class Member who wishes to comment on or object to the Settlement as to the Class Claims or
25 who elects not to participate in the Settlement as to the Class Claims has forty-five (45) calendar
26 days (i.e., the "Notice Response Deadline") from the date the Class Notice is mailed to submit
27 his or her objection or Request for Exclusion from the Settlement as to the Class Claims,
28 pursuant to the procedures set forth in the Class Notice.

1 13. The Court approves the handling of unclaimed funds set forth in the Settlement
2 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
3 result of a Class Member or Aggrieved Employee's failure to timely cash a settlement check
4 shall be issued to the State Controller's Office in the name of the Class Member or Aggrieved
5 Employee.

6 14. The following dates shall govern for purposes of this Settlement:

7 September 16, 2022	Preliminary Approval (PA) Granted
8 October 7, 2022	Deadline for Defendant to produce the Class List to the Settlement Administrator.
9 October 17, 2022	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
10 December 16, 2022	Deadline for Settlement Class Members to mail Requests for Exclusion, Objections to the Settlement, as well as dispute his/her Pay Periods credited.
11 February 23, 2023 12 (16 court days before Final Approval hearing)	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
13 March 6, 2023 14 (9 court days before Final Approval hearing)	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the Settlement.
15 March 10, 2023 16 (5 court days before final approval hearing)	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
17 March 17, 2023 at 9:00 a.m. 18 Dept. CX104	Final Approval Hearing.
19 20 calendar days after the Effective Date.	Defendant shall make a deposit into the Qualified Settlement Fund of the Gross Settlement Amount.

1 15. A final approval hearing shall be held in this Court on March 17, 2023 at 9:00
2 a.m. to determine (1) whether the proposed Settlement is fair, reasonable, and adequate and
3 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to
4 Class Counsel; and (3) the amount of the service awards awarded to the class representatives.

5 16. Upon final approval, Participating Class Members and Aggrieved Employees will
6 be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment,
7 and the releases set forth therein; and, except as otherwise provided herein and in the Settlement
8 Agreement, will be deemed to have waived all objections and oppositions to the fairness,
9 reasonableness, and adequacy of the Settlement.

10 17. Neither this Order, the Settlement Agreement, nor any document referred to
11 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
12 may be construed as, or may be used as an admission by or against Defendant or any of the other
13 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
14 or liability whatsoever.

15 18. The Court may, for good cause shown, extend any of the deadlines set forth in
16 this Order. If any Settlement Class Member submits an objection to the settlement and the Final
17 Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed
18 to give notice of the new hearing date to the objecting party; and

19 19. In the event that the Settlement Agreement does not receive final approval or the
20 Effective Date (as that term is defined in the Settlement Agreement) of the Settlement does not
21 occur, this Order shall be rendered null and void and shall be vacated.

22
23 Date: _____

9-22-22



Hon. William Claster

[illegible]

On September 15, 2022, I caused to be served the foregoing document(s) described as follows:

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] Federal I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

SERVICE LIST

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