

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 22 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiffs WENDY SARINANA and SHELBI MCFARLAND, as individuals
and on behalf of all similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CIVIL COMPLEX CENTER

WENDY SARINANA and SHELBI
MCFARLAND, as individuals and on behalf
of all similarly situated employees,

Plaintiffs,

v.

SHELFBOT CO, INC., DBA SHELF
ENGINE; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01207546-CU-OE-CXC

CLASS ACTION

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

Assigned to for all purposes:
Hon. William Claster, Dept. CX-104

Date: September 16, 2022
Time: 9:00 a.m.
Dept.: CX-104

Complaint Filed: June 3, 2021
Trial Date: None Yet Set

[PROPOSED] ORDER

The Court has reviewed Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"), along with the Notice of Proposed Class Action Settlement ("Notice") attached to the Settlement Agreement and the Supplemental Declaration of John A. Young. Under the terms of the Settlement Agreement, Plaintiffs Wendy Sarinana and Shelbi McFarland ("Plaintiffs"), individually and on behalf of the class they seek to represent, have agreed to settle their claims against Defendant Shelfbot Co., ("Defendant"). The Court, having also considered the memorandum of points and authorities in support of the Motion, and for good cause appearing, now FINDS and ORDERS as follows:

1. Pursuant to the Settlement Agreement, the Settlement Class is defined as: "all non-exempt employees, currently and formerly employed by Defendant in the State of California at any time during the Class Period. The Court hereby approves the class definition.

2. The Class Period is defined as the period from March 9, 2020 through May 15, 2022.

3. The proposed Settlement Class satisfied the requirements of a class because the Settlement Class members are readily ascertainable and a well-defined community of interests exists in the questions of law and fact affecting the Parties. The Court provisionally certifies the Settlement Class for purposes of the Settlement Agreement.

4. The Settlement Agreement falls within the "range of reasonableness" and therefore the Court grants preliminary approval of the Settlement Agreement. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement Agreement is the result of arm's length negotiations conducted after class counsel thoroughly reviewed and adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. The Parties are ordered to carry out the Settlement Agreement according to its terms.

5. The Court finds and concludes that the proposed Notice, and the procedures set forth in the Settlement Agreement for providing notice to Settlement Class members, will provide the sufficient notice, will satisfy all notice requirements, and will adequately advise Settlement

1 Class members of their rights under the Settlement Agreement. Therefore, the Notice and its opt-
2 out procedure meets the requirements of due process. The Notice fairly, plainly, accurately, and
3 reasonably informs Settlement Class members of: (1) appropriate information about the nature of
4 this action, the definition of the Settlement Class, the identity of class counsel, and the essential
5 terms of the Settlement Agreement; (2) appropriate information about Plaintiffs' and class
6 counsel's forthcoming applications for the enhancement award to the class representatives and
7 attorney's fees and costs to class counsel; (3) appropriate information about how the proceeds of
8 the Settlement Agreement will be distributed, and about Settlement Class members' right to
9 appear through counsel if they desire; (4) appropriate information about how to object to the
10 Settlement Agreement or submit a request to be excluded from the Settlement if a class member
11 wishes to do so; and (5) appropriate instructions as to how to obtain additional information
12 regarding the action and the Settlement Agreement.

13 6. The proposed plan for mailing the Notice is an appropriate method, reasonably
14 designed to reach all individuals who would be bound by the Settlement Agreement. If Notices
15 are returned because of an incorrect address, the Settlement Administrator shall use reasonable
16 practices to obtain more current information for Settlement Class members. If new address
17 information is obtained by return mail, the Settlement Administrator shall promptly forward the
18 Notice to the addressee via first class U.S. mail. On all such re-mails, the Settlement
19 Administrator shall indicate on the Notice the date it was re-mailed, and notify counsel for
20 Defendant and Plaintiffs of the date of each re-mailing.

21 7. Settlement Class members, including both current and former employees of
22 Defendant are not required to take any action to receive their individual settlement payment,
23 which will be based on the number of weeks worked for Defendant during the Class Period.

24 8. The manner of distribution of the Notice is approved.

25 9. Plaintiffs Wendy Sarinana and Shelbi McFarland are appointed class
26 representatives for the Settlement Class for purposes of the Settlement Agreement.

27 10. Kevin Mahoney and John Young of Mahoney Law Group, APC are appointed
28 class counsel for purposes of the Settlement Agreement.

1 11. The Court appoints Phoenix Settlement Administrators as the Settlement
2 Administrator. Promptly following the entry of this Order, the Settlement Administrator shall
3 prepare final versions of the Notice, incorporating into them the relevant dates and deadlines set
4 forth in this Order.

5 12. On or before October 7, 2022, Defendant shall provide the Settlement
6 Administrator with the following information, that is within this Defendant's possession, for each
7 Settlement Class member ("Class Information"): each Settlement Class member's full name; last
8 known address; last known home telephone number; social security number; all start and end
9 dates of employment during the class period, and the total number of weeks each Settlement Class
10 member worked for Defendant during the Class Period. The Class Information shall be based on
11 Defendant's payroll and other business records and in a format readily accessible to the Settlement
12 Administrator. The Class Information shall remain confidential and may be disclosed only for the
13 purposes of carrying out the terms of the Settlement Agreement, including the taxing of any
14 portion of the funds distributed under the Settlement Agreement.

15 13. The Settlement Administrator shall be authorized to use any reasonable practices
16 to locate Settlement Class members in order to provide them with the Notice and/or settlement
17 payments. Neither class counsel nor the Settlement Administrator may use the Class Information
18 for any purpose other than to administer the Settlement Agreement, as provided in the Settlement
19 Agreement.

20 14. On or before October 17, 2022, the Settlement Administrator shall mail the Notice
21 to all Settlement Class members by first class U.S. mail, using the most current mailing addresses
22 as provided by Defendant or obtained from a search on the National Change of Address database.
23 Any Notice returned to the Settlement Administrator as non-delivered on or before the response
24 deadline shall be re-mailed to the forwarding address affixed thereto. If a forwarding address is
25 not affixed, the Settlement Administrator shall perform a skip trace to identify an updated mailing
26 address.

27 15. Settlement Class members who do not submit a timely request for exclusion will
28 be bound by the Settlement Agreement and will be sent individual settlement payments.

1 16. Each Notice shall include the number of weeks the respective Settlement Class
2 Member worked as a non-exempt employee for Defendant during the Class Period. To the extent
3 a Settlement Class member disputes the information listed on his or her Notice, the Settlement
4 Class member may submit documentation and/or explanation to the Settlement Administrator
5 showing the number of weeks the Settlement Class member contends to have worked for
6 Defendant during the Class Period. The Settlement Administrator shall determine the eligibility
7 for, and the amounts of, any individual settlement payment under the terms of the Settlement
8 Agreement. The Settlement Administrator's determination of the eligibility for and amount of
9 any individual settlement payment shall be binding on the Settlement Class Members and the
10 Parties.

11 17. All written objections to the Settlement Agreement must be sent to the Settlement
12 Administrator within sixty (60) days after the initial mailing of the Notice by the Settlement
13 Administrator. All requests for exclusions must be sent to the Settlement Administrator within
14 sixty (60) days after the initial mailing of the Notice by the Settlement Administrator. In the event
15 Notice is re-mailed to certain class members by the Settlement Administrator, those Settlement
16 Class members shall have fourteen (14) calendar days thereafter or until the response deadline
17 has expired, whichever is later, to mail the request for exclusion or notice of objection. Only
18 Settlement Class members who have not opted out of the Settlement Agreement may submit
19 written objections or make oral objections at the hearing for final approval.

20 18. The fifteen thousand-dollar (\$15,000.00) PAGA allocation is to be distributed as
21 follows: 75% (\$11,250.00) to the LWDA, and the remaining 25% (\$3,750.00) to be paid to the
22 PAGA Members on a pro-rata basis who worked during the PAGA Class Period, which is defined
23 as June 8, 2020 through the date the Court grants preliminary approval of the Settlement. PAGA
24 Members will not be required to submit a claim form in order to be issued a check for their share
25 of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object
26 to, the PAGA Payment and release of the PAGA Claims.

27 19. On March 17, 2023, at 9:00 a.m. the Court will hold a final approval hearing to
28 determine: (1) whether the Settlement Agreement is fair, reasonable, adequate, and should be

1 finally approved by the Court; (2) the amount of attorney's fees and costs to award to class
2 counsel; (3) the amount of enhancement awards to award to Plaintiffs; and (4) the amount of the
3 claims administration costs to award to the Settlement Administrator. If the Settlement Agreement
4 is finally approved by the Court, this matter will be dismissed with prejudice, and Defendant will
5 receive a release of claims as set forth in the Settlement Agreement.


6 20. Briefs in support of final approval of the Settlement Agreement shall be filed on
7 or before February 23, 2023.

8 21. The Court reserves the right to continue the date of the hearing for final approval
9 without further notice to Settlement Class members. However, such notice shall be posted on the
10 website maintained by the Settlement Administrator for the purpose of implementing the
11 Settlement Agreement. The Court retains jurisdiction to consider all further applications arising
12 out of or in connection with the Settlement Agreement.

13 22. In the event the Settlement Agreement is not finally approved, or otherwise does
14 not become effective, this Order shall be rendered null and void and shall be vacated, and the
15 Parties shall revert to their respective positions as of before entering into the Settlement
16 Agreement.

17
18 **IT IS SO ORDERED**

19
20
21 DATED: 9-22-22

22 
23 THE HONORABLE WILLIAM CLASTER
24 JUDGE OF THE SUPERIOR COURT,
25 COUNTY OF ORANGE
26
27
28

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

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 **September 22, 2022**, I served [X] true copies [] originals of the following document(s): **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. I served the document(s) on the person(s) below as follows:

Katherine C. Den Bleyker, Esq. Samuel Knecht, Esq. LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071	Attorneys for Defendant SHELFBOT CO. Telephone: (213) 250-1800 Facsimile: (213) 250-7900 Email: Katherine.denbleyker@lewisbrisbois.com Samuel.knecht@lewisbrisbois.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address smarquez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

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

Executed on **September 22, 2022**, at Long Beach, California.



Samantha Marquez