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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DIVISION**

LISA SALAZAR,

Plaintiffs,

v.

GENTILE DISTRIBUTION SERVICES;  
GENTILE DISTRIBUTION SERVICES,  
LLC; TOM GENTILE; and DOES 1 through  
50, inclusive,

Defendants.

Case No.: 19STCV22364

**CLASS ACTION**

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

Assigned for all purposes to:  
Hon. William F. Highberger, Dept. 10

Date: February 15, 2023  
Time: 1:30 p.m.  
Dept: 10

Complaint Filed: June 27, 2019  
Trial Date: None Yet Set

**FILED**  
Superior Court of California  
County of Los Angeles

02/15/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Aspiras                     Deputy

Electronically Received 01/05/2023 04:25 PM

1 Plaintiff Lisa Salazar (the “Class Representative”) submitted a Motion for Preliminary  
2 Approval of Class Action Settlement (the “Motion”). The Court has reviewed the Motion and  
3 the Amended Joint Stipulation of Class Action Settlement and General Release (“Settlement  
4 Agreement”), along with the proposed Amended Notice of Class Action Settlement (“Notice”) and Exclusion Form attached hereto the Amended Declaration of Kevin Mahoney, pursuant to  
5 which the Class Representative, individually and on behalf of the Settlement Class for which he  
6 seeks to be the representative, has agreed to settle his claims against Defendants GENTILE  
7 DISTRIBUTION SERVICES; GENTILE DISTRIBUTION SERVICES, LLC; TOM GENTILE  
8 (“Defendants” unless otherwise specifically stated). The Court having also considered the  
9 Memorandum of Points and Authorities in support of the Motion and the declaration of counsel  
10 submitted in support thereof, and for good cause appearing therein, the Court now FINDS and  
11 ORDERS as follows:  
12

- 13 1. The proposed Settlement Class satisfies the requirement of a class because the members  
14 are readily ascertainable and a well-defined community of interest exists in the questions  
15 of law and fact affecting the Parties.
- 16 2. Pursuant to the Settlement, the certified class is defined as: “All present and former non-  
17 exempt employees who worked for Defendant in the State of California from June 27,  
18 2015 through June 29, 2021” The Court hereby approves the class definition.
- 19 3. The Settlement (including the proposed award of attorneys’ fees, LWDA payment,  
20 litigation costs, and Enhancement Payment to the Class Representatives) falls within the  
21 “range of reasonableness” and therefore the Court grants preliminary approval of the  
22 Settlement. Based on a review of the papers submitted by the Parties, the Court finds that  
23 the Settlement is the result of arm’s length negotiations conducted after Class Counsel  
24 had thoroughly and adequately investigated the claims and became familiar with the  
25 strengths and weaknesses of those claims.
- 26 4. The Court finds and concludes that the proposed Notice and Exclusion Form, and the  
27 procedures set forth in the Settlement for providing notice to the Class will provide the  
28 best notice practicable, satisfy all notice requirements, adequately advise Class Members

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

25 5. All Settlement Class Members, including both current and former employees of  
26 Defendant, are not required to take any action to receive Individual Settlement Awards  
27 based on the qualifying hours calculation.

28 6. The Notice and Exclusion Forms (collectively, the “Notice Packet”), and the manner of

1 distributing the Notice Packet, are approved.

- 2 7. The Parties are ordered to carry out the Settlement according to its terms.
- 3 8. Plaintiff Lisa Salazar is appointed the Class Representative for the Class. Kevin Mahoney  
4 of Mahoney Law Group, APC and Rodney Diggs of Ivie McNeill & Wyatt are appointed  
5 Class Counsel.
- 6 9. The Court appoints Phoenix Class Action Administration Solutions as the Claims  
7 Administrator. Promptly following the entry of this Order, the Claims Administrator will  
8 prepare final versions of the Notice Packets, incorporating into them the relevant dates  
9 and deadlines set forth in this order.
- 10 10. Within ten (10) days of preliminary approval, Defendants shall provide the Claims  
11 Administrator with the following information that is within Defendant's possession for  
12 each Class Member: (1) the Class Member's name, (2) last known address, (3) social  
13 security number, (4) the Class Member's employee identification number; and (4) each  
14 Class Member's total number of work weeks. This information shall be based on  
15 Defendants' payroll and other business records and in a format readily accessible to  
16 Defendants. The data contained in the Database shall remain confidential and shall not  
17 be disclosed to anyone, except to applicable taxing authorities and as needed by the  
18 Claims Administrator to carry out the reasonable efforts required by this Agreement, or  
19 pursuant to express written authorization by Defendant or by order of the Court. The  
20 Claims Administrator shall be authorized to use any reasonable practices to locate Class  
21 Members in order to provide them with Notice Packets and/or Settlement Payments.  
22 Neither Class Counsel nor the Claims Administrator may use the Database for any  
23 purpose other than to administer the Settlement as provided in the Settlement.
- 24 11. Within seven (7) days after receipt of the database containing Defendants' records  
25 pursuant to the Settlement, herein, the Claims Administrator shall mail a copy of the  
26 Notice to all Class Members by first class regular U.S. mail, using the most current  
27 mailing address information possessed by Defendants. The Claims Administrator will  
28 engage in address searches consistent with their normal practices in settlements of wage

1 claims, including skip tracing. Any returned envelopes from this mailing with forwarding  
2 address will be utilized by the Claims Administrator to forward the Notice to the Class  
3 Members.

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

6 13. Each Notice of Settlement will include the total Individual Weeks Worked by the Class  
7 Members during the Relevant Time Period. To the extent a Class Member disputes the  
8 information listed on his or her Notice of Settlement, the Class Member may produce  
9 evidence to the Claims Administrator showing the number of hours the Class Member  
10 contends to have worked during the Class Period. Defendants' records will be presumed  
11 determinative, but the Parties will meet and confer to evaluate the evidence submitted by  
12 the Class Member. If the Parties cannot agree, the dispute will be submitted to the Claims  
13 Administrator whose decision as to the proper number of Individual Work Weeks will be  
14 final and binding. Settlement Class Members to whom Notice Packets are resent after  
15 having been returned undeliverable to the Claims Administrator shall have an additional  
16 fourteen (14) calendar days from the date of re-mailing or until the Response Deadline  
17 has expired, whichever is later, to mail the Request for Exclusion. All objections to the  
18 Settlement must be in writing and be sent to the Claims Administrator within sixty (60)  
19 days after the initial mailing of the Notice Packets by the Claims Administrator in  
20 accordance with the specific instruction set forth in the "Notice of Settlement of Class  
21 Action", unless the Class Member received another Notice in a second mailing.  
22 Settlement Class Members to whom Notice Packets are resent after having been returned  
23 undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar  
24 days from the date of re-mailing or until the Response Deadline has expired, whichever  
25 is later, to mail his or her Notice of Objection. Pursuant thereto, copies of all objections  
26 will be sent to Class Counsel and Defendant's Counsel, by the Claims Administrator.  
27 The objection must be in writing and contain his or her intent to object. A Class Member  
28 who fails to file and serve a timely written statement of objection in the manner described

1 above will be deemed to have waived any objections and will be foreclosed from making  
2 any objection (whether by appeal or otherwise) to the Settlement. Only Class Members  
3 who have not excluded themselves from the Settlement (i.e. "opted-out") may file  
4 objections. In the event more than Five (5%) of the Settlement Class opt out of the  
5 Settlement, Defendant maintains the right to withdraw from the Settlement. The date of  
6 filing with the Claims Administrator shall be the exclusive means for determining  
7 whether an objection has been timely filed.

8 14. The Court will conduct a Final Approval Hearing to determine: (1) whether the proposed  
9 Settlement is fair, reasonable, and adequate and should be finally approved by the Court;  
10 (2) the number of attorneys' fees and costs to award to Class Counsel; and (3) the amount  
11 of Enhancement Payment to the Class Representatives. Class Members will be notified  
12 of the date and time of the hearing in the Notice of Settlement of Class Action. If for any  
13 reason, the date is changed, the Administrator will give Class Members Notice of the new  
14 date for the Final Approval Hearing. If the settlement is finally approved by the Court,  
15 this matter will be dismissed, with prejudice, and Defendant will receive a release of  
16 claims as set forth in the Settlement Agreement.

17 15. Briefs in Support of Final Approval of the Settlement shall be filed on or before "a date  
18 to be determined," no later than Sixteen (16) court days before the Final Approval  
19 Hearing.

20 16. The Court reserves the right to continue the date of the Final Approval Hearing without  
21 further notice to Class Members. The Court retains jurisdiction to consider all further  
22 applications arising out of or in connection with the Settlement.

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

**IT IS SO ORDERED.**

DATED: 02/15/2023

  
\_\_\_\_\_  
THE WILLIAM F. HIGHBERGER  
JUDGE OF THE SUPERIOR COURT

**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 **January 5, 2023** served [X] true copies [ ] originals of the following document described as: **PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

<p>Charles Russell, Esq. Robert W. Thompson, Esq. <b>Callahan Thompson Sherman &amp; Caudill LLP</b> 2601 Main Street, Suite 800 Irvine, California 92614</p>	<p>Attorneys for Defendant: GENTILE DISTRIBUTION SERVICES; GENTILE DISTRIBUTION SERVICES, LLC; TOM GENTILE</p> <p>Telephone: (949) 261-2872 Facsimile: (949) 261-6060 Emails: <a href="mailto:crussell@ctsclaw.com">crussell@ctsclaw.com</a> <a href="mailto:rthompson@ctsclaw.com">rthompson@ctsclaw.com</a></p>
<p>Rodney Diggs, Esq. <b>IVIE, McNEILL &amp; WYATT</b> 444 S. Flower St., Suite 1800 Los Angeles, CA 90071</p>	<p>Attorneys for Plaintiff LISA SALAZAR</p> <p>Telephone: 213-489-0028 Facsimile: 213-489-0552 Emails: <a href="mailto:rdiggs@imwlaw.com">rdiggs@imwlaw.com</a></p>

**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.

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

Executed on **January 5, 2023**, at Long Beach, California.

\_\_\_\_\_  
Nicole Pierson