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15 Attorneys for Plaintiff CARLOS JIMENEZ, as an individual and on behalf of all others similarly
16 situated,

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
19 **SPRING STREET COURTHOUSE**

20 CARLOS JIMENEZ, as an individual,
21 and on behalf of all similarly situated
22 employees,

23 Plaintiff,

24 v.

25 TINCO SHEET METAL INC.; and DOES
26 1 through 50, inclusive,

27 Defendant.

Case No.: 19STCV13260

CLASS ACTION

**AMENDED ~~(PROPOSED)~~ ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Assigned for all purposes to:
Hon. Kenneth R. Freeman, Dept.: SS14

Complaint Filed: April 17, 2019
Trial Date: Not Yet Set

FILED
Superior Court of California
County of Los Angeles
08/14/2023

David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

1 On April 17, 2021, Plaintiff Carlos Jimenez (the “Class Representative”) submitted a
2 Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Court has
3 reviewed the Motion and the Joint Stipulation of Class Action Settlement and General Release
4 (“Settlement Agreement”), along with the proposed Notice of Class Action Settlement (“Notice”) and Exclusion Form attached hereto the Declaration of Kevin Mahoney, pursuant to which the
5 Class Representative, individually and on behalf of the Settlement Class for which he seeks to
6 be the representative, has agreed to settle his claims against Defendant TINCO SHEET METAL
7 INC. (“Defendant”). The Court having also considered the Memorandum of Points and
8 Authorities in support of the Motion and the declaration of counsel submitted in support thereof,
9 and for good cause appearing therein, the Court now FINDS and ORDERS as follows:
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- 11 1. The proposed Settlement Class satisfies the requirement of a class because the
12 members are readily ascertainable and a well-defined community of interest exists
13 in the questions of law and fact affecting the Parties.
- 14 2. Pursuant to the Settlement, the certified class is defined as: “All present and
15 former non-exempt employees who worked for Defendants in the State of
16 California from April 17, 2015 through December 1, 2022.” The Court hereby
17 approves the class definition.
- 18 3. The Settlement (including the proposed award of attorneys’ fees, LWDA payment,
19 litigation costs, and Enhancement Payment to the Class Representatives) falls
20 within the “range of reasonableness” and therefore the Court grants preliminary
21 approval of the Settlement. Based on a review of the papers submitted by the
22 Parties, the Court finds that the Settlement is the result of arm’s length negotiations
23 conducted after Class Counsel had thoroughly and adequately investigated the
24 claims and became familiar with the strengths and weaknesses of those claims.
- 25 4. The Court finds and concludes that the proposed Notice and Exclusion Form, and
26 the procedures set forth in the Settlement for providing notice to the Class will
27 provide the best notice practicable, satisfy all notice requirements, adequately
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1 advise Class Members of their rights under this Settlement, and therefore meet the
2 requirements of due process. The Notice of Settlement (“Notice”) fairly, plainly,
3 accurately, and reasonably informs Class Members of: (1) appropriate
4 information about the nature of this Action, the definition of the Class, the identity
5 of Class Counsel, and the essential terms of the Settlement; (2) appropriate
6 information about Plaintiff and Class Counsel’s forthcoming applications for the
7 enhancement payment to the Class Representative and the Class Counsel
8 attorneys’ fees and litigation costs award; (3) appropriate information about how
9 the proceeds of the Settlement will be distributed, and about Class Members’
10 rights to appear through counsel if they desire; (4) appropriate information about
11 how to object to the Settlement or submit an Exclusion Request Form, if a Class
12 Member wishes to do so; and (5) appropriate instructions as to how to obtain
13 additional information regarding this Action and the Settlement. The proposed
14 plan for mailing the Notice, and Exclusion Form, by first class mail to the most
15 current mailing address information from a National Change of Address Search
16 (NCOA) based on the most current information provided from Defendant’s
17 records, is an appropriate method, reasonably designed to reach all individuals
18 who would be bound by the Settlement. If Notice forms are returned because of
19 incorrect addresses, the Settlement Administrator shall use reasonable practices
20 to obtain more current address information for Class Members (such as utilizing
21 Class Members’ Social Security numbers to search electronic address databases)
22 and re-mail the Notice forms to any new address thus obtained. If new address
23 information is obtained by return mail, the Settlement Administrator shall
24 promptly forward the Notice to the addressee via first class regular U.S. Mail. On
25 all such re-mails, the Settlement Administrator shall indicate on the Notice the
26 date it was re-mailed, and notify counsel for Defendant and Plaintiff of the date
27 of each re-mailing.
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- 1 5. All Settlement Class Members, including both current and former employees of
2 Defendant, are not required to take any action to receive Individual Settlement
3 Awards based on the qualifying hours calculation.
- 4 6. The Notice and Exclusion Forms (collectively, the “Notice Packet”), and the
5 manner of distributing the Notice Packet, are approved.
- 6 7. The Parties are ordered to carry out the Settlement according to its terms.
- 7 8. Plaintiff Carlos Jimenez is appointed the Class Representative for the Class.
8 Kevin Mahoney of Mahoney Law Group, APC and Berkeh Alemzadeh of Work
9 Lawyers PC are appointed as Class Counsel.
- 10 9. The Court appoints Phoenix Class Action Administration Solutions as the
11 Settlement Administrator. Promptly following the entry of this Order, the Claims
12 Administrator will prepare final versions of the Notice Packets, incorporating into
13 them the relevant dates and deadlines set forth in this order.
- 14 10. Within fifteen (15) days of preliminary approval, Defendant shall provide the
15 Settlement Administrator with the following information that is within Defendant’s
16 possession for each Class Member: (1) the Class Member’s name, (2) last known
17 address, (3) social security number, (4) the Class Member’s employee identification
18 number; and (4) each Class Member’s total number of work weeks. This
19 information shall be based on Defendant’s payroll and other business records and
20 in a format readily accessible to Defendant. The data contained in the Database
21 shall remain confidential and shall not be disclosed to anyone, except to applicable
22 taxing authorities and as needed by the Settlement Administrator to carry out the
23 reasonable efforts required by this Agreement, or pursuant to express written
24 authorization by Defendant or by order of the Court. The Settlement Administrator
25 shall be authorized to use any reasonable practices to locate Class Members in order
26 to provide them with Notice Packets and/or Settlement Payments. Neither Class
27 Counsel nor the Settlement Administrator may use the Database for any purpose
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1 other than to administer the Settlement as provided in the Settlement.

2 11. Within ten (10) days after receipt of the database containing Defendant's records
3 pursuant to the Settlement, herein, the Settlement Administrator shall mail a copy
4 of the Notice to all Class Members by first class regular U.S. mail, using the most
5 current mailing address information possessed by Defendant. The Settlement
6 Administrator will engage in address searches consistent with their normal
7 practices in settlements of wage claims, including skip tracing. Any returned
8 envelopes from this mailing with forwarding address will be utilized by the
9 Settlement Administrator to forward the Notice to the Class Members. It will be
10 conclusively presumed that if an envelope so mailed has not been returned within
11 twenty days of the mailing that the Settlement Class Member received the Notice
12 Packet.

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14 12. Class Members will receive an Individual Payment, unless they submit a timely
15 Request for Exclusion Form. Where a Class Member requests to be excluded, such
16 Class Member will still receive a portion of the PAGA Allocation as long as the
17 Class Member is a part a PAGA Member

18 13. Each Notice of Settlement will include the total Individual Weeks Worked by the
19 Class Members during the Relevant Time Period. To the extent a Class Member
20 disputes the information listed on his or her Notice of Settlement, the Class
21 Member may produce evidence to the Claims Administrator showing the number
22 of hours the Class Member contends to have worked during the Class Period.
23 Defendant's records will be presumed determinative, but the Parties will meet and
24 confer to evaluate the evidence submitted by the Class Member. If the Parties
25 cannot agree, the dispute will be submitted to the Settlement Administrator whose
26 decision as to the proper number of Individual Work Weeks will be final and
27 binding. In the event Notices are re-mailed to certain Class Members by the
28 Settlement Administrator, those Class Members will have fourteen (14) calendar

1 days from the second mailing to exclude themselves from the Settlement or to
2 object to the Settlement. All objections to the Settlement must be in writing and
3 be sent to the Settlement Administrator within forty-five (45) days after the initial
4 mailing of the Notice Packets by the Claims Administrator in accordance with the
5 specific instruction set forth in the “Notice of Settlement of Class Action”, unless
6 the Class Member received another Notice in a second mailing. Pursuant thereto,
7 copies of all objections will be sent to Class Counsel and Defendant’s Counsel,
8 by the Settlement Administrator. The objection must be in writing and contain
9 his or her intent to object. A Class Member who fails to file and serve a timely
10 written statement of objection in the manner described above will be deemed to
11 have waived any objections and will be foreclosed from making any objection
12 (whether by appeal or otherwise) to the Settlement. Only Class Members who
13 have not excluded themselves from the Settlement (i.e. “opted-out”) may file
14 objections. In the event more than Five (5%) of the Settlement Class opt out of
15 the Settlement, Defendant maintains the right to withdraw from the Settlement.
16 The date of filing with the Settlement Administrator shall be the exclusive means
17 for determining whether an objection has been timely filed.

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19 14. The Court will conduct a Final Approval Hearing to determine: (1) whether the
20 proposed Settlement is fair, reasonable, and adequate and should be finally
21 approved by the Court; (2) the amount of attorneys’ fees and costs to award to Class
22 Counsel; and (3) the amount of Enhancement Payment to the Class Representatives.
23 If the settlement is finally approved by the Court, this matter will be dismissed,
24 with prejudice, and Defendant will receive a release of claims as set forth in the
25 Settlement Agreement.

26 15. The Court sets a hearing date of January 23, 2024, at 11:00 a.m. for Plaintiff’s
27 Motion for Final Approval.

28 16. Briefs in Support of Final Approval of the Settlement shall be filed on or before

December 20, 2023.

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

18. 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: 08/14/2023




THE HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT
Kenneth R. Freeman / Judge

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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.

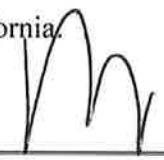
On **July 24, 2023**, I served [X] true copies [] originals of the following document described as: **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

Leonard M. Tavera, Esq. Semper Law Group, LLP 330 N. Brand Boulevard, Suite 235 Glendale, CA 91203	Attorney for Defendant TINCO SHEET METAL, INC. Telephone: (213) 437-9700 Facsimile: (213) 596-1466 Email: ltavera@semperlawgroup.com
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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 **July 24, 2023**, at Long Beach, California.



Nicole Pierson