

Electronically Received 04/07/2023 04:34 PM

1 Kevin Mahoney (SBN: 235367)  
kmahoney@mahoney-law.net  
2 Laura Theriault (SBN: 330474)  
ltheriault@mahoney-law.net  
3 **MAHONEY LAW GROUP, APC**  
249 E. Ocean Blvd., Ste. 814  
4 Long Beach, CA 90802  
Telephone: (562) 590-5550  
5 Facsimile: (562) 590-8400

**FILED**  
Superior Court of California  
County of Los Angeles  
05/26/2023

David W. Slayton, Executive Officer / Clerk of Court  
By:                     T. Lewis                     Deputy

6 Attorneys for Plaintiff ROSA MARTINEZ, as an individual and on behalf of all employees  
7 similarly situated,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**  
10 **SPRING STREET COURTHOUSE**

12 ROSA MARTINEZ,

13 Plaintiff,

14 v.

15 CULICHITOWN BELL, INC.; and DOES  
16 1 through 50, inclusive,

17 Defendants.

Case No.: 20STCV16187

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

Assigned for all purposes to:  
Hon. David S. Cunningham, Dept. 11

Date: November 18, 2022  
Time: 11:00 a.m.  
Dept.: 11

Complaint Filed: April 27, 2020  
Trial Date: None Yet Set

1 **[PROPOSED] ORDER**

2 On May 23, 2023, Plaintiff ROSA MARTINEZ's ("Plaintiff") Motion for Preliminary  
3 Approval of Class Action Settlement ("Motion") came on for hearing in Department 11 of the  
4 Superior Court of California, County of Los Angeles. The Court, having fully reviewed the  
5 motion for preliminary approval of class action settlement; points and authorities and declarations  
6 filed in support; and Class Action Settlement Agreement ("Settlement"), including the Notice of  
7 Class Action Settlement ("Notice") attached hereto as Exhibit A; and in recognition of the Court's  
8 duty to make a preliminary determination as to the reasonableness of any proposed class action  
9 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided  
10 to Class Members in accordance with due process requirements, and to set a Final Fairness  
11 Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy, and  
12 reasonableness of any proposed settlement.

13 **IT IS HEREBY ORDERED:**

14 1. The Settlement Agreement entered into by and between Plaintiff individually and  
15 on behalf of Class Members (defined below) as Defendant CULICHITOWN BELL, INC.  
16 ("Defendant") is preliminarily approved, as the terms of the settlement are found to be fair,  
17 adequate, and reasonable.

18 2. The following class is conditionally certified for settlement purposes only: all  
19 individuals who worked for Culichitown Bell, Inc. as hourly and/or non-exempt employees in  
20 California at any time between July 1, 2018 and October 18, 2022.

21 3. Named Plaintiff Rosa Martinez is appointed as Class Representative. Kevin  
22 Mahoney and Laura Theriault of Mahoney Law Group, APC are appointed as Class Counsel.

23 4. The Parties' proposed notice plan is hereby approved as the best notice practicable.  
24 The proposed Settlement Class Notice attached hereto as Exhibit A is sufficient to inform the  
25 Class Members of the terms of the Settlement Agreement, their rights to receive monetary  
26 payments under the Settlement Agreement, their right to exclude themselves from the Settlement,  
27 and their right to lodge objections to the Settlement. The Court finds the notice requirements of  
28 Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately

1 advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized  
2 to correct any typographical errors that may be discovered in the Class Notice and make  
3 clarification, to the extent some are found or needed, so long as the corrections do not materially  
4 alter the substance of the Class Notice.

5 5. Phoenix Class Action Administration Solutions (“Phoenix”) is appointed to act as  
6 the Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court  
7 orders Defendant to provide to Phoenix the class information necessary to facilitate the notice  
8 mailing by June 6, 2023. Phoenix is ordered to carry out the Settlement according to the terms of  
9 the Settlement Agreement and in conformity with this Order, including disseminating the Notice  
10 according to the notice plan described in the Settlement Agreement in English and Spanish. The  
11 mailing of the Notice shall be completed on June 20, 2023. Based upon the cost estimate  
12 submitted by Phoenix, the Court preliminarily approves administration costs in the amount of  
13 seven thousand dollars (\$7,000.00) to be deducted from the Gross Settlement Amount.

14 6. The deadline for Class Members to opt-out or object to the Settlement is August  
15 19, 2023. The procedures and deadline for Class Member to request exclusion from or to object  
16 to the Settlement is adopted as described in the Settlement Agreement and the attached Notice.  
17 Any Class Member who intends to object to final approval of the Settlement Agreement must  
18 submit a written objection to Phoenix by mail in accordance with the Settlement Agreement and  
19 described in paragraph 7 of the Notice. Any opposition or reply to any objection or the motion  
20 for final approval will be due according to Code of Civil Procedure section 1005.

21 7. The Parties are ordered to carry out the settlement according to the terms of the  
22 Settlement Agreement.

23 **RELEVANT DATES AND DEADLINES**

24 8. On June 6, 2023, Defendant shall provide Phoenix with the following information  
25 that is within Defendant’s possession for each Participating Class Member: (1) each Settlement  
26 Class Member’s full name; (2) last known address; (3) last known home telephone number; (4)  
27 social security number; (5) start and end dates of employment during the Class Period; and (6)  
28 total number of weeks each Settlement Class Member worked during the Class Period. This

1 information shall be based on Defendant's payroll and other business records and in a format  
2 readily accessible to Defendant. The data contained in the Database shall remain confidential and  
3 shall not be disclosed to anyone, except to applicable taxing authorities and as needed by Phoenix  
4 to carry out the reasonable efforts required by the Settlement, or pursuant to express written  
5 authorization by Defendant or by order of the Court. Phoenix shall be authorized to use any  
6 reasonable practices to locate Class Members in order to provide them with the Notice and/or  
7 Settlement Payments. Neither Class Counsel nor Phoenix may use the Database for any purpose  
8 other than to administer the Settlement as provided in the Settlement.

9       9.       On June 20, 2023, Phoenix will mail a copy of the Class Notice to all Class  
10 Members by first class regular U.S. mail. Phoenix will engage in address searches consistent with  
11 their normal practices in settlements of wage claims, including skip tracing. Any returned  
12 envelopes from this mailing with forwarding address will be utilized by Phoenix to forward the  
13 Notice to the Class Members.

14       10.       Each Notice will list the total workweeks worked by the Class Members during  
15 the Class Period. To the extent a Class Member disputes the information listed on his or her  
16 Notice, the Class Member may produce evidence to Phoenix showing the number of weeks the  
17 Class Member contends to have worked during the Class Period. If there is a dispute, Phoenix  
18 will consult with the Parties to determine whether an adjustment is warranted. Phoenix shall  
19 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the  
20 terms of this Agreement. Phoenix's determination of the eligibility for and amount of any  
21 Individual Settlement Payment shall be binding upon the Class Members and the Parties.

22       11.       All requests for exclusions must be post-marked by August 19, 2023.

23       12.       All written objections must be mailed to Phoenix and be postmarked by August  
24 19, 2023. Any Objection must be signed by the Settlement Class Member and state: (1) the full  
25 name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's  
26 Social Security number and/or the Employee ID number; and (3) the basis for the objection.

27       13.       The Court will conduct a Final Fairness Hearing on December 1, 2023 or  
28 U&A v. FJCC v. AIC v. CC v. CE to determine: (1) whether the proposed Settlement is fair,

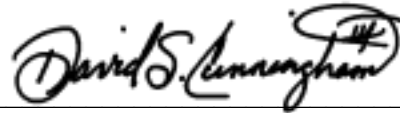
1 reasonable, and adequate and should be finally approved by the Court; (2) the amount of  
2 attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement Payments  
3 to the Class Representative. If the settlement is finally approved by the Court, Defendant will  
4 receive a release of claims as set forth in the Settlement Agreement.

5 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed by per  
6 code based on the hearing date. Phoenix's report regarding the mailing of the Notice and  
7 settlement administration shall be filed by August 9, 2023.

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

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

15 Dated: 05/26/2023



HON. DAVID S. CUNNINGHAM  
JUDGE OF THE SUPERIOR COURT

1  
2  
3  
**PROOF OF SERVICE**

Code of Civ. Proc. § 1013a, subd. (3)

4  
5  
6  
**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

7  
8  
9  
On **April 7, 2023**, I served [X] true copies [ ] originals of the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**The document was served on the interested parties in this action, addressed as follows:

Anita York, Esq. Scott & Whitehead 4675 MacArthur Court, Suite 1240 Newport Beach, CA 92660	Attorney for Defendant CULICHITOWN BELL, INC.  Telephone: (949) 222-0166 Facsimile: (949) 222-0113 Email: <a href="mailto:ayork@employerlaw.com">ayork@employerlaw.com</a> <a href="mailto:amorales@employerlaw.com">amorales@employerlaw.com</a>
--	---

10  
11  
12  
13  
14  
15  
 **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.

16  
17  
18  
19  
 **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

20  
21  
Executed on **April 7, 2023**, at Long Beach, California.

22  
23  
24  
25  
26  
27  
28  


\_\_\_\_\_  
Samantha Marquez