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JAN 16 2025

Filed _____
STEPHANIE BOHRER, CLERK

By *Erin Jovanovic*
DEPUTY

1 MAYALL HURLEY P.C.
VLADIMIR J. KOZINA (SBN: 284645)
2 vikoza@mavallaw.com
WILLIAM J. GORHAM, III (SBN: 151773)
3 wgorham@mavallaw.com
ROBERT J. WASSERMANN (SBN: 258538)
4 rwassermann@mavallaw.com
112 South Church Street
5 Lodi, California 95240
Telephone: (209) 477-3833
6 Facsimile: (209) 473-4818

7 Attorneys for Plaintiff, Leslie Ortega and the Putative Class

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF SAN JOAQUIN

10
11 LESLIE ORTEGA, individually and on behalf of
all others similarly situated,
12
13 Plaintiff,
14 vs.
15 A&A INVESTMENTS & AUTO SERVICE,
INC.; and DOES 1-50, inclusive,
16
17 Defendants.

Case No.: STK-CV-UOE-2022-10434

[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: JAN 16 2025
Time: 9:00 am
Dept: 11B

DEC 10 2024

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20 Plaintiff Leslie Ortega's ("Plaintiff") Motion for Preliminary Approval of Class Action
21 Settlement ("Motion for Preliminary Approval") came on for hearing on JAN 16 2025 at 9:00 a.m. in
22 Department 11B of the above-captioned court. The Court, having fully and carefully reviewed
23 Plaintiff's Motion for Preliminary Approval, the memorandum and declarations in support thereof, and
24 the Settlement Agreement including the proposed Class Notice, hereby makes the following
25 determinations and orders¹:

- 26 1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.

27
28 ¹ All terms used in this Order Granting Preliminary Approval of Class Action Settlement (the "Order") shall have the same meanings given those terms in the Parties' Class Action Settlement Agreement and Release ("Settlement Agreement", "Settlement", or "SA"), a copy which is attached as Exhibit 1 to the Declaration of Vladimir J. Kozina.

1 2. Plaintiff Leslie Ortega is preliminarily approved as Class Representative.

2 3. Mayall Hurley P.C. is preliminarily approved as Class Counsel.

3 4. Atticus Administration, LLC is preliminarily approved as the Settlement Administrator
4 and shall administer the Settlement in accordance with the terms set forth in the Settlement Agreement
5 and perform the functions set forth therein. The Court also preliminarily approves declared fees and
6 costs of administering the Settlement of up to \$5,000.

7 5. The Class of employees covered by the Parties' Settlement consists of: 1) all former
8 non-exempt California employees of Defendant who received commissions, non-discretionary
9 bonuses, and/or other items of compensation and were paid a meal break premium, rest break
10 premium, or for sick time during one or more pay periods from September 6, 2019, through October 6,
11 2022; and 2) all current and former non-exempt California employees of Defendant who were issued
12 one or more corrected wage statement(s) as part of Defendant's attempted cure response to the Labor
13 and Workforce Development agency dated October 6, 2022.

14 6. The Class is estimated to consist of 55 individuals.

15 7. The Court grants preliminary approval of the Settlement between Plaintiff and
16 Defendant based upon the terms set forth in the Settlement Agreement. The Settlement Agreement
17 appears to be fair, adequate, and reasonable, and the Court preliminarily approves the terms of the
18 Settlement Agreement.

19 8. The Court approves, as to form and content, the Class Notice, in substantially the form
20 attached hereto as **Exhibit 1**. The Court further approves the procedure by which Class Members may
21 opt out of, and object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.

22 9. The Court directs the mailing of the Class Notice in accordance with the terms of the
23 Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the
24 mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process
25 and provide the best notice practicable under the circumstances and shall constitute due and sufficient
26 notice to all persons entitled thereto.

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1 10. Subject to further consideration by the Court at the time of the Final Approval Hearing,
2 the proposed Enhancement Payment of \$2,500 to Plaintiff for her service as Class Representative is
3 preliminarily approved.

4 11. Subject to further consideration by the Court at the time of the Final Approval Hearing,
5 Class Counsel's request of attorneys' fees in the amount of \$20,000.00 and declared costs of up to
6 \$6,000.00 is preliminarily approved.

7 12. The Court adopts the following dates and deadlines:

| | |
|--|--|
| 8 Defendant to provide Class Data to the Settlement Administrator. | Within 15 calendar days of the Court's execution of the Order Granting Preliminary Approval. |
| 9 Settlement Administrator to mail Class Notice. | Within 30 calendar days of the Court's execution of the Order Granting Preliminary Approval. |
| 10 Deadline for Class Members to object to, or opt out of, the Settlement. | Within 45 calendar days after Notice mailed |
| 11 Deadline for Plaintiff to file Motions for Final Approval, Attorneys' Fees, Costs, and Service Payments | Not less than 16 court days before the Final Approval hearing. |
| 12 Final Approval Hearing. | Not less than 100 days after the date Plaintiff files her motion for preliminary approval. |

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16 13. A Final Approval hearing on the question of whether the proposed Settlement,
17 attorneys' fees to Class Counsel, and the Class Representative's Enhancement Payment should be
18 finally approved as fair, reasonable and adequate is scheduled for July 2, 2025 at
19 9:00^{am} in Department 11B of the above-captioned Court. The parties to the Agreement are directed
20 to carry out their obligations under the Settlement Agreement.

21
22 Dated: 1/16/2025



Judge of the Superior Court

ROBERT T. WATERS

Exhibit 1

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

**LESLIE ORTEGA, Individually and on
Behalf of Others Similarly Situated,**

Case No.: STK-CV-UOE-2022-10434

Plaintiff,

vs.

**NOTICE OF PENDENCY OF CLASS ACTION,
PRELIMINARY APPROVAL OF SETTLEMENT
AND HEARING FOR FINAL APPROVAL**

**A&A INVESTMENTS AND AUTO
SERVICE, INC.; and DOES 1-50, inclusive,**

Defendants.

**IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT
CAREFULLY. YOU ARE NOT BEING SUED.**

TO: 1) All former non-exempt California employees of Defendant who received commissions, non-discretionary bonuses, and/or other items of compensation and were paid a meal break premium, rest break premium, or for sick time during one or more pay periods from September 6, 2019 through October 6, 2022; and 2) all current and former non-exempt California employees of Defendant who were issued one or more corrected wage statement(s) as part of its attempted cure response to the LWDA dated October 6, 2022.

RE: Notice of settlement of a class action lawsuit for alleged wage and hour violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action settlement.

YOUR OPTIONS UNDER THIS SETTLEMENT:

| | |
|-----------------------------------|---|
| DO NOTHING | If you do nothing, you will be included as a member of the class, you will be bound by this Settlement, and you will receive a payment. |
| OBJECT | You may submit a written objection to the Settlement Administrator, Atticus Administration, LLC, about why you believe that the Settlement is unfair, and they will forward your concerns to the attorneys representing the Settlement Class Members, and the attorney representing the Defendant which will then be provided to the Court. Any objection must be received by [REDACTED] 2024. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. |
| OBJECT AND GO TO A HEARING | If you submit a written objection about why you believe that the Settlement is unfair, you may also speak to the Court about why you believe that the Settlement is unfair. You or your attorney may also address the Court during the Final Approval Hearing scheduled for _____ in Department 11B of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, CA 95202. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. |

| | |
|-------------------------|---|
| EXCLUDE YOURSELF | If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” by no later than [REDACTED] 2024. If you opt-out, you will not be bound by the Settlement and will not receive a payment. |
|-------------------------|---|

1. WHAT IS THIS LAWSUIT ABOUT?

On November 14, 2022, Plaintiff filed a putative class action in San Joaquin county asserting individual claims and alleging wage-and-hour violations and claims on behalf of a putative class for: (1) failure to furnish accurate itemized wage statements, (2) failure to pay all wages upon separation of employment, in the matter *Leslie Ortega v. A&A Investments and Auto Service, Inc.*, et al., San Joaquin County Superior Court Case No. STK-CV-UOE-2022-10434 (the “Action”);

Plaintiff is represented by Mayall Hurley P.C., which has been appointed by the Court to act as attorneys for the Class (referred to as “Class Counsel”).

In sum, Plaintiff alleges that Defendants failed to do the following with respect to Plaintiff and other current and former non-exempt employees in California: 1) failed to pay wages due at cessation of employment, and 2) failed to furnish accurate itemized wage statements.

Defendant strongly denies liability for all of Plaintiff’s claims and has raised various factual and legal defenses to these claims. Defendant has agreed to the proposed settlement without any admission of wrongdoing.

The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiff or Defendant. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side. There have been ongoing investigations and substantial exchanges of information. As a result of settlement discussions, the Parties reached a class settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

2. WHY DID I RECEIVE THIS NOTICE?

The Parties have settled this class action lawsuit. Your employment records indicate that you are a member of the Class. If the Court approves the proposed settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release”, containing the complete terms of the settlement, is on file with the Court. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

A. Who are the Class Members?

The proposed settlement covers the claims of certain current and former employees of Defendant (referred to as the “Settlement Class Members” and collectively as the “Settlement Class”). “Settlement Class Member(s)” or “Settlement Class” means and includes: 1) All former non-exempt California

1 employees of Defendant who received commissions, non-discretionary bonuses, and/or other items of
2 compensation and were paid a meal break premium, rest break premium, or for sick time during one or more
3 pay periods from September 6, 2019 through October 6, 2022; and 2) all current and former non-exempt
4 California employees of Defendant who were issued one or more corrected wage statement(s) as part of its
5 attempted cure response to the LWDA dated October 6, 2022.

6 Defendant's records indicate that you are a member of the Settlement Class. Defendant's records
7 indicate that you worked for A&A Investments & Auto Service from **[DATES OF EMPLOYMENT]**.

8 There are approximately 55 individuals in the Settlement Class.

9 **B. What is the Effect of Membership in the Settlement Class?**

10 If you are a member of the Settlement Class defined above, you are automatically a Participating
11 Settlement Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the
12 procedures set forth in this Notice). If the Settlement is approved by the Court, you are entitled to payment
13 under the Settlement and will be bound by its terms. Individuals who opt-out will not be bound by the
14 Settlement and will not be eligible to receive a payment.

15 **4. WHAT ARE THE TERMS OF THE SETTLEMENT?**

16 The proposed Settlement was agreed upon between Defendants and Class Counsel after an
17 unsuccessful mediation with Hon. Leslie Holland (Ret.) and subsequent litigation and negotiations. Class
18 Counsel believes that this Settlement, the terms of which are summarized below, is fair, reasonable,
19 adequate, and in the best interests of the Settlement Class.

20 **A. Overall Summary of the Settlement Terms.**

21 Defendants will pay \$60,000.00 to settle the claims of the Settlement Class (referred to as the "Gross
22 Settlement Fund"). The Gross Settlement Fund includes payments to Participating Settlement Class
23 Members, the fees and costs of the Settlement Administrator, the Class Representative Enhancement
24 Payment for her service to the Class, and Class Counsel's attorneys' fees and reasonable costs. The
25 remainder, after deduction of these payments is known as the "Net Settlement Amount."

26 **B. Costs of Claims Administrator.**

27 The Parties have agreed to employ Atticus Administration, LLC to serve as Settlement
28 Administrator. The Settlement Administrator's fees and costs for administering the Settlement, estimated to
be no more than \$5,000.00, if approved by the Court, will be paid out of the Gross Settlement Fund.

C. Class Representative Enhancement Payment.

Plaintiff Leslie Ortega has been approved by the Court to serve as Class Representative. As Class
Representative, she is entitled to payment for her service to the Class. The Parties have agreed, and the
Court has preliminarily approved a payment of \$2,500 to Leslie Ortega for her service to the Class.

D. Class Counsel's Fees and Costs.

1 Class Counsel are entitled to attorney's fees and costs for representing the Class. Class Counsel will
2 request attorneys' fees of one-third of the Gross Settlement Fund, or \$20,000.00, and reimbursement of
3 declared litigation costs of up to \$6,000.00. Defendant does not object to the fees and costs sought by Class
4 Counsel. The Court has preliminarily approved payment to Class Counsel in the amount set forth above.

4 **E. Settlement of Plaintiff's Individual Claims.**

5 The Parties have agreed to separately settle Plaintiff's individual claims. This amount was negotiated
6 separately from the Class Claims and will be paid separately from the Gross Settlement Fund.

7 **F. What Can I Expect to Receive Payment?**

8 Each Participating Settlement Class Member will receive a proportionate share of the remaining Net
9 Settlement Amount equal to: (i) the number of workweeks he or she worked during the Class Period based on
10 the Class List provided by Defendants, divided by (ii) the total number of workweeks worked by any and all
11 Participating Settlement Class Members collectively, during the Class Period based on the same Class List,
12 which is then multiplied by the remaining Net Settlement Amount. Any workweek in which a Settlement
13 Class Member worked at least one day will be counted as a workweek for purposes of this calculation.

12 Defendant's records indicate that you are a member of the Settlement Class. Its records also indicate
13 that you worked [REDACTED] workweeks during the Class Period.

14 It is estimated that your Individual Settlement Payment will be \$[REDACTED]. It will not be possible to
15 know the exact amount of your payment until the Response Deadline has passed and the Settlement
16 Administrator knows the number of Participating Settlement Class Members.

16 For tax purposes, the Individual Settlement Payments will be treated as 100% penalties and will be
17 reported on IRS Form 1099. Nothing in this Notice, or in any of the settlement documents, is intended to
18 provide any tax advice and you understand that Defendant, Defendant's counsel, Plaintiff, and Class counsel
19 are not giving any tax advice.

19 **5. WHAT AM I GIVING UP IF I DO NOT OPT-OUT OF THE SETTLEMENT?**

20 If the Settlement is approved, Plaintiff Ortega, and each Participating Settlement Class Member,
21 release and discharges Defendant and each of their past, present, and/or future, direct, and/or indirect,
22 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
23 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
24 successors, assigns, and joint ventures ("Released Parties") from the following claims and liabilities (the
25 "Released Class Claims"):

24 All claims, actions, demands, causes of action, suits, debts, obligations, demands, rights,
25 liabilities, or legal theories of relief, that are based on the facts and legal theories asserted
26 on behalf of the putative class in the operative complaint of the Action, or which relate to
27 the primary rights asserted in the operative complaint on behalf of the putative class,
28 including without limitation claims for: (1) failure to furnish accurate itemized wage
statements in violation of Labor Code section 226(a), and (2) failure to pay all wages at
cessation of employment in violation of Labor Code sections 201, 202, and 203. The
period of the Released Class Claims shall be September 6, 2019, through October 6,
2022.

1 If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court
2 approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as
3 appropriate, and will receive a payment.

4 **6. HOW DO I RECEIVE A PAYMENT?**

5 All Settlement Class Members will receive a payment under this Settlement unless they opt out. If
6 you are a Settlement Class Member and you move or change your address, and you want to receive your
7 payment at your new address, you must send a notice of your change of address to the Settlement
8 Administrator Atticus Administration, LLC, **ADDRESS, CITY, STATE ZIP, TELEPHONE, EMAIL.**

8 **7. WHAT ARE MY RIGHTS AND OPTIONS?**

9 If you are a Settlement Class Member as defined above, you have the following rights and options
10 under the proposed Settlement:

11 **A. Participate in the Settlement, be represented by Class Counsel, and take no action.**

12 If you take no further action, you will be a Participating Settlement Class Member, will be
13 represented by Class Counsel, and will have the right to an Individual Settlement Payment. If the Settlement
14 is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be
15 deemed to have released your claims against Defendant. As a Participating Settlement Class Member, you
16 will not be charged for the services of Class Counsel.

16 **B. Participate in the Settlement but elect to hire your own attorney.**

17 If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your
18 attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so
19 that it is received no later than [REDACTED] 2024. You will be responsible for any attorneys' fees and
20 costs charged by your attorney.

20 **C. Exclude yourself from the Settlement by opting out.**

21 If you are a Settlement Class Member but do not want to participate in the settlement, you may
22 exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the
23 settlement and you will not be eligible to receive an Individual Settlement Payment. You will be free to
24 pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent
25 you.

26 In order to opt out, you must notify the Settlement Administrator, in writing, at the address listed
27 below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement
28 Administrator no later than **[45 days from the mailing of the Class Notice]**, and must be signed, contain your
full name, current home (or mailing address), the last four digits of your Social Security number, and written
affirmation of your desire to optout containing the following or substantially similar language:

“I elect to opt out of the *Ortega v. A&A Investments and Auto Service, Inc.* class action settlement. I
understand that by doing so, I will not be able to participate in the settlement and will not receive a
share of the settlement.”

1 If you do not comply with these procedures, you will lose any opportunity to exclude yourself from
2 the settlement, you will be a Participating Settlement Class Member, will be represented by Class Counsel,
3 and will receive an Individual Settlement Payment. If the settlement is approved by the Court, you will be
4 bound by the terms of the settlement and, as set forth above, will be deemed to have released your claims
5 against Defendant.

6 **D. Object to the terms of the Settlement.**

7 If you are dissatisfied with the terms of the Settlement, you may object to the Settlement. All
8 objections and supporting papers must (a) clearly identify the case name and number (i.e., *Ortega v. A&A*
9 *Investments and Auto Service Inc., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-
10 10434), (b) include your full name, address, telephone number, (c) concisely state the grounds for your
11 objection, including the legal and factual arguments supporting that objection, (d) identify any witness(es)
12 you intend to call to testify at the Final Approval Hearing, (e) provide true and correct copies of any
13 exhibit(s) you intend to offer at the Final Approval Hearing, (f) indicate whether you are represented by
14 counsel and, if so, identify such counsel, (g) indicate whether you would like to appear at the Final Approval
15 Hearing, and (h) be signed. To be timely, your objection must be mailed to the Court and the Settlement
16 Administrator, postmarked on or before **[45 days following the mailing of the Notice]**.

17 You also may, but are not required, to appear and present argument at the Final Approval Hearing.
18 Objections not timely postmarked or delivered by **[45 days after the mailing of the Notice]** may not be
19 considered by the Court. If you file an objection that is not timely, or that does not include the information
20 specified above, you may have no right to appear and present any argument at the Final Approval Hearing,
21 subject to the discretion of the Court. If you file an objection, Plaintiff and Defendant have the opportunity
22 to respond in writing to your objection no later than seven (7) calendar days before the Final Approval
23 Hearing.

24 You may be represented by an attorney at the Final Approval Hearing. Any attorney who will
25 represent an individual objecting to the settlement must file a notice of appearance with the Court and serve
26 counsel for all parties on or before **[15 calendar days before the Final Approval Hearing]**. All objections or
27 other correspondence must state the name and number of the case – *Ortega v. A&A Investments and Auto*
28 *Service Inc., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-10434.

29 **8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?**

30 The Court will hold the Final Approval Hearing in the San Joaquin County Courthouse, 180 E Weber
31 Avenue, Stockton, California, 95202 on **[REDACTED]**, 2024, at **[TIME]** in Department 11B, to determine
32 whether the settlement should be finally approved as fair, reasonable and adequate. The Court will also be
33 asked to approve the fees and costs of the Settlement Administrator, the Class Representative Enhancement
34 Payment, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to**
35 **participate in the settlement.** If you want to be heard orally in support of or in opposition to the
36 Settlement, either personally or through counsel, you must comply with the procedures set forth above.

37 **9. HOW CAN I GET MORE INFORMATION?**

38 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of
the Settlement, you are referred to the Class Action Settlement Agreement and Release. The Class Action

1 Settlement Agreement and Release, as well as the pleadings and other records in this litigation, including
2 Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and
3 Service Payment, are available by accessing the Court docket in this case through the Court's website at
4 www.sjcourts.org, or by visiting the Clerk of the Court at any time between 8:00 a.m. and 4:00 p.m.,
Monday through Friday, excluding Court Holidays, in the Civil Clerk's Office located on the Second Floor
at 180 E Weber Avenue, Stockton, California 95202.

5 If you have questions about the Settlement, you may contact Class Counsel or the Claims
6 Administrator as follows:

7 **Class Counsel:**

8 Vladimir J. Kozina, Esq.
9 William J. Gorham, Esq.
10 Robert J. Wassermann, Esq.
11 Mayall Hurley P.C.
12 112 S. Church Street
13 Lodi, CA 95240
14 Telephone: (209) 477-3833

15 **Claims Administrator**

16 Ortega v. A&A Investments and Auto Service Inc., et al.

17 c/o [REDACTED]

18 ADDRESS

19 CITY, STATE ZIP

20 Telephone: [REDACTED]

21 **PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE
22 PROPOSED SETTLEMENT OR THIS LAWSUIT.**

23 **THE COURT HAS APPROVED THIS NOTICE.**