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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 24 2025

BY Jessica Garcez DEPUTY
Jessica Garcez

Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

IVAN MARTIN MINGUELA and RANDY
MOORE, individuals on behalf of themselves,
the State of California, as a private attorneys
general, and on behalf of all others similarly
situated,

Plaintiffs,

v.

AMERICAN QUARTZ MAX CORP, a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: CIVSB2226990

**[Proposed] Order Granting Preliminary
Approval of Class Action Settlement**

Complaint Filed: November 30, 2022
Trial Date: None Set

Hearing Date: December 20, 2024
Hearing Time: 8:30 a.m.
Dept.: S-17
Judge: Hon. Joseph T. Ortiz

1 **[PROPOSED] ORDER**

2 This matter came for hearing on December 20, 2024, at 8:30 a.m., regarding Plaintiffs’
3 unopposed *Motion for Preliminary Approval of Class Action Settlement* (the “Motion”) on the terms
4 set forth in the parties’ *Settlement Agreement and Release of Class Action* (the “Settlement
5 Agreement”) attached as **Exhibit A** to the concurrently filed *Declaration of Jonathan Melmed in
6 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement*. Having considered
7 the Settlement Agreement, all papers and proceedings held herein, and having reviewed the entire
8 record in this action, the Court hereby finds and orders:

- 9 1. The Court grants Plaintiffs leave file the overlength brief attached to the Motion.
- 10 2. All terms used in this order shall have the same meaning as defined in the Motion.
- 11 3. The Court grants preliminary approval of the Settlement Agreement and the “Class” (as
12 that term is defined in the Motion) based on the terms set forth in the Settlement Agreement.
- 13 4. The resolution set forth in the Settlement Agreement appears to be fair, adequate, and
14 reasonable to the Class, including the payment of the non-reversionary gross settlement amount of
15 **\$150,000.00** (“Gross Settlement Amount”) by Defendant.
- 16 5. The Settlement Agreement, including the Gross Settlement Amount, falls within the
17 range of reasonableness and is presumptively valid, subject only to any objections that may be raised
18 at the final fairness hearing and final approval by this Court.
- 19 6. A final fairness hearing on the question of whether the proposed Settlement Agreement,
20 the attorneys’ fees and costs to Plaintiffs’ counsel, and Plaintiffs’ service awards should be finally
21 approved as fair, reasonable, and adequate as to the members of the Class is scheduled in this
22 department on the date and time set forth in the implementation schedule below.
- 23 7. This Court approves, as to form and content, the proposed class notice attached as
24 **Exhibit 1** to the Settlement Agreement (“Class Notice”) to be distributed to the Class Members
25 pursuant to the Settlement Agreement in substantially the same form. The Court approves the procedure
26 for Class Members to participate in, to opt out of, and to object to the settlement as set forth in the
27 Settlement Agreement.

1 8. The Court directs the mailing of the Class Notice by first class mail to the Class
2 Members in accordance with the implementation schedule set forth below. The Court finds the dates
3 selected for the mailing and distribution of the Class Notice, as set forth in the implementation schedule,
4 meet the requirements of due process and constitute the best notice practicable under the circumstances
5 and due and sufficient notice to all persons entitled thereto.

6 9. The Court preliminarily certifies the Class, as defined in the Motion, for settlement
7 purposes.

8 10. The Court confirms Plaintiffs Ivan Martin Minguela and Randy Moore (collectively,
9 “Plaintiffs”) as class representatives.

10 11. The court confirms Jonathan Melmed and Laura Supanich of Melmed Law Group P.C.
11 as class counsel.

12 12. The Court appoints Apex Class Action Administration as the settlement administrator.

13 13. To facilitate administration of the Settlement Agreement pending final approval, the
14 court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
15 administrative proceedings (including filing claims with the Division of Labor Standards Enforcement
16 of the California Department of Industrial Relations) regarding the claims to be released by the
17 Settlement Agreement, unless and until such Class Members have filed valid requests for exclusion
18 with the Settlement Administrator and the time for filing claims with the Settlement Administrator has
19 elapsed.

20 14. The Court orders the following implementation schedule for further proceedings:

22 a.	Deadline for Defendant to Submit Class List to the Settlement Administrator	[Within fourteen (14) calendar days of this order.]
23 b.	Deadline for Settlement Administrator to Mail Notice Packets to all Class Members	[Within fourteen (14) calendar days of receipt of the Class Data from Defendants.]
24 c.	Deadline for Class Members to Postmark Workweeks Challenges	[Within forty-five (45) days after mailing of the Class Notice.]
25 d.	Deadline for Class Members to Postmark Requests for Exclusion	[Within forty-five (45) days after mailing of the Class Notice.]

