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

MAY - 4 2023

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

CHRISTOPHER CHACON, an individual, on
behalf of himself and on behalf of all persons
similarly situated and the State of California,

Plaintiff,

v.

PANDA MOTORS, INC. a California
Corporation; EDGAR CASTELLANOS, an
individual; and DOES 2-50, Inclusive,

Defendants.

Case No. CIVDS2022220

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: April 20, 2023
Hearing Time: 1:30 p.m.

Department: S17
Judge: Hon. Joseph Ortiz

1 This matter having come before the Honorable Judge Joseph Ortiz of the Superior Court of the
2 State of California, in and for the County of San Bernardino, at 1:30 p.m. on April 20, 2023, with
3 Blumenthal Nordrehaug Bhowmik De Blouw LLP, Robinson DiLando APLC and Zakay Law Group,
4 APLC as counsel for plaintiffs CHRISTOPHER CHACON, VYNZ PUNONGBAYAN, NICHOLAS
5 CORDERO, and LUIS VEGA ("Plaintiffs"), and Madison Law appearing for defendants PANDA
6 MOTORS, INC. and EDGAR CASTELLANOS (hereinafter collectively "Defendants"). The Court,
7 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
12 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
13 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950,00.00). It appears
20 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks Class Counsel Payment in the amount of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at \$316,666.66, an award of litigation expenses incurred not to exceed \$30,000, and proposed Class Representative Service Award to the Class Representatives in an amount not to exceed \$10,000 each. While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Payment or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

“all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of October 14, 2016 to December 13, 2022”

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are

1 qualified to act as counsel for the Class Representative in her individual capacity and as the
2 representative of the Class Members.

3 8. The Court provisionally appoints plaintiffs CHRISTOPHER CHACON, VYNZ
4 PUNONGBAYAN, NICHOLAS CORDERO, and LUIS VEGA as the representatives of the Class.

5 9. The Court provisionally appoints Nicholas J. De Blouw, Esq., of the Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP, Orion Robinson, Esq. of Robinson Di Lando APLC, and Shani
7 Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
9 Settlement ("Class Notice") attached to the Agreement as Exhibit "A". The Court finds that both
10 notices appear to fully and accurately inform the Class Members and Aggrieved Employees of all
11 material elements of the proposed Settlement, including the right of any Class Member to be excluded
12 from the Class by submitting a written request for exclusion, and of each Class Member's right and
13 opportunity to object to the Settlement. The Court further finds that the distribution of the notices
14 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
15 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
17 mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within
19 fourteen (14) calendar days of the later of preliminary approval or court approval of Settlement notice
20 to the class, Defendants shall provide to the Settlement Administrator the Class Data, including
21 information regarding Class Members that Defendants will in good faith compile from its records,
22 including each Class Member's full name; last known address; Social Security Number; start dates and
23 end dates of employment or work at Defendants' church campuses in California during the Settlement
24 Period, the number of Workweeks for each Class Members and the number of PAGA pay periods.
25 Within seven (7) business days after receiving the Class Data from Defendants, the Settlement
26 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
27 Mail using the most current mailing address information available.

1 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
2 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
3 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
4 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
5 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
6 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
7 fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses to
8 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
9 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
10 comment thereon. Class Members who have not requested exclusion shall be bound by all
11 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
12 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
13 individuals is not permitted and will be deemed invalid.

14 13. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
18 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
19 Settlement Administrator.

20 14. A final approval hearing shall be held before this Court on Oct. 4, 2023 at
21 1:30 PM in Department S-26 of the San Bernardino County Superior Court to determine all
22 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
23 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
24 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
25 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
26 reasonable to the Class; and to finally approve the Class Counsel Payment, Class Representative
27 Service Awards, and the Settlement Administration Costs. All papers in support of the motion for final
28

1 approval and the motion for Attorneys' Fee and Costs and Class Representative Service Awards shall
2 be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

3 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
5 evidence of, or used against Defendants as an admission or indication in any way, including with
6 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
7 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
10 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
11 including, but not limited to, evidence of a presumption, concession, indication or admission by
12 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms of the
14 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
16 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
17 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
18 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
19 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

20 17. Pending final determination of whether the Settlement should be approved, Class
21 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
22 intervening in, instigating or in any way participating in the commencement or prosecution of any
23 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
24 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
25 request for exclusion pursuant to the Agreement.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

MAY - 4 2023

Dated: _____

JOSEPH T. ORTIZ

JUDGE OF THE SUPERIOR COURT