

Benjamin H. Haber (SBN 315664)  
benjamin.haber@wilshirelawfirm.com  
Daniel J. Kramer (SBN 314625)  
daniel.kramer@wilshirelawfirm.com  
Angela Leong (SBN 300813)  
angela.leong@wilshirelawfirm.com  
Trenten Bilodeaux (SBN 332692)  
trenten.bilodeaux@wilshirelawfirm.com

**WILSHIRE LAW FIRM, PLC**  
660 South Figueroa Street, Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CRUZ**

ALEJANDRO OLIVARES, CESAR  
VALENZUELA, JUAN GALVEZ MARTINEZ,  
individually, on behalf of all others similarly  
situated, the State of California and other  
aggrieved persons,

*Plaintiffs,*

v.

LINDE GAS & EQUIPMENT, INC., a  
corporation; and DOES 1 through 10, inclusive,

*Defendant.*

Case No.: 24CV01346

*[Assigned for All Purposes to the Honorable  
Timothy Schmal, Dept. 10]*

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

Preliminary Approval Hearing:

Date: December 22, 2026

Time: 8:30 a.m.

Dept.: 10

Complaint Filed: May 9, 2024

FAC Filed: May 21, 2025

Trial Date: Not set.

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Alejandro Olivares, Cesar Valenzuela, and Juan Galvez  
3 Martinez's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement  
4 ("Motion"), the Declaration of Benjamin H. Haber, Plaintiffs' Declaration, and the Class Action  
5 and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause  
6 appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be  
8 fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The  
9 Court grants preliminary approval of the Settlement and the Class based on the terms set forth in the  
10 Settlement Agreement between Plaintiffs and Defendant Linde Gas & Equipment, Inc.  
11 ("Defendant"), attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs' Motion  
12 for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which could  
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only  
15 to any objections that may be raised at the Final Approval Hearing and final approval by this Court.  
16 The Court notes that Defendant has agreed to create a common fund of \$735,000.00 to cover (a)  
17 settlement payments to Class Members who do not validly opt out; (b) a \$50,000.00 allocation  
18 toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75%  
19 of which (\$37,500.00) will be paid to California's Labor and Workforce Development Agency and  
20 25% of which (\$12,500.00) will be paid to Aggrieved Employees; (c) a Class Representative Service  
21 Payments of up to \$10,000.00 to each Plaintiff (\$30,000.00 total); (d) Class Counsel's attorneys'  
22 fees, not to exceed 33 and 1/3% of the Gross Settlement Amount (currently estimated to be  
23 \$245,000.00), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class Counsel;  
24 and (e) Settlement Administration Costs of up to \$11,990.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within the  
26 range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable  
27 law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to  
28 the Class Members when balanced against the probable outcome of further litigation relating to class

1 certification, liability and damages issues, and potential appeals; (2) significant informal discovery,  
2 investigation, research, and litigation have been conducted such that counsel for the Parties at this  
3 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid  
4 substantial costs, delay, and risks that would be presented by the further prosecution of the litigation;  
5 and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive  
6 negotiations between the Parties with the assistance of a well-respected class action mediator.  
7 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good  
8 faith.

9         4.       A final approval hearing on the question of whether the proposed Settlement,  
10 attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees for  
11 their share of the settlement of claims for penalties under PAGA, and the Class Representative  
12 Service Payment should be finally approved as fair, reasonable and adequate as to the members of  
13 the Class is hereby set in accordance with the Implementation Schedule set forth below.

14         5.       The Court provisionally certifies for settlement purposes only the following class (the  
15 "Class"): "all persons employed by Defendant in California and classified as an hourly-paid or non-  
16 exempt employee who worked for Defendant during the Class Period."

17         1.       "Class Period" means the period from August 1, 2019, to February 28, 2025.

18         2.       "Aggrieved Employees" means a person employed by Defendant in California and  
19 classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA  
20 Period.

21         3.       "PAGA Period" means the period from March 8, 2023, through February 28, 2025.

22         4.       The Court finds, for settlement purposes only, that the Class meets the requirements  
23 for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class  
24 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are  
25 common, or of general interest, to all Settlement Class Members, which predominate over individual  
26 issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and Class  
27 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action  
28 is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Alejandro Olivares, Cesar Valenzuela, and Juan Galvez Martinez. The Court further preliminarily approves Plaintiffs' ability to request a Class Representative Service Awards up to \$10,000.00 (\$30,000.00 total).

6. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer and Trenten Bilodeaux of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 33 and 1/3% of the Gross Settlement Amount (currently estimated to be \$245,000.00), and costs not to exceed \$30,000.00.

7. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs not to exceed \$11,990.00

8. The Court approves, as to form and content the Class Notice ("Class Notice") attached to the Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

11. The Court orders the following Implementation Schedule:

| Event                                                                                     | Timing                                                                |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Class Data:</b> Last day for Defendant to provide Class Data to the Administrator      | 15 days after the Court grants Preliminary Approval of the Settlement |
| <b>Class Notice:</b> Last day for Administrator to mail the Class Notice to Class Members | 14 days after receipt of the Class Data                               |

|                                                                                                                                                                     |                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response Deadline:</b> Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods | 45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed) |
| <b>Filing Deadline:</b> Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs  | 16 court days before the Final Approval Hearing                                                                                              |
| <b>Final Approval Hearing</b>                                                                                                                                       | _____, 2026, at _____<br>a.m./p.m. in Dept. 10 of the above-referenced Court                                                                 |

12. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. TIMOTHY SCHMAL  
JUDGE OF THE SUPERIOR COURT