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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

ARRON STANFIELD, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

THE F.A. BARTLETT TREE EXPERT
COMPANY, a Connecticut corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-265929

[Assigned for all purposes to the Honorable Patrick
Broderick, Dept. 16]

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

Date: TBD
Time: TBD
Dept.: 16

Complaint Filed: January 28, 2020
Trial Date: None Set

1 Plaintiff Arron Stanfield's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on October 30, 2020, and a
3 hearing was held before this Court on _____, 2020. Plaintiff's counsel, Kristen
4 M. Agnew / Nicholas Rosenthal of Diversity Law Group, P.C., appeared on behalf of Plaintiff,
5 and Defendant's counsel, David L. Cheng / Daniel R. Lyman of Ford & Harrison LLP, appeared
6 on behalf of Defendant The F.A. Bartlett Tree Expert Company ("Defendant").

7 The Court has considered the Joint Stipulation of Class and Representative Action
8 Settlement ("Stipulation" or "Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
15 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
16 defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 All current or former non-exempt employees of Defendant in the
20 State of California who were paid overtime wages during the Class
21 Period (April 1, 2019 through October 3, 2019).

22 Should for whatever reason the Settlement Agreement not become Final, the fact that the
23 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
24 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
25 whether a class should be certified in a non-settlement context.

26 4. The Court appoints and designates: (a) Plaintiff Arron Stanfield as the Class
27 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
28 Law Group, P.C. and William L. Marder of Polaris Law Group LLP as Class Counsel for the

1 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
2 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
3 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
4 Member may enter an appearance through his or her own counsel at such Class Member's own
5 expense. Any Class Member who does not enter an appearance or appear on his or her own
6 behalf will be represented by Class Counsel.

7 5. The Court hereby approves the terms and conditions provided for in the
8 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
9 falls within the range of reasonableness of a settlement, including the amount of the PAGA
10 penalties, and appears to be presumptively valid, subject only to any objections that may be
11 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
12 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
13 Members when balanced against the probable outcome of further litigation relating to liability
14 and damages issues. It also appears that investigation, research, and court proceedings have been
15 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
16 positions. It appears to the Court that settlement at this time will avoid substantial additional
17 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
18 further prosecution of the Litigation. It also appears that settlement has been reached as a result
19 of intensive, serious, and non-collusive arm's length negotiations.

20 6. A final fairness hearing on the question of whether the proposed Settlement
21 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
22 Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
23 Workforce & Development Agency, and the Class Representative Enhancement Payment should
24 be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
25 for _____ at _____ in this Court.

26 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
27 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A**
28 to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class

Members substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

8. The Court appoints and designates Simpluris, Inc. as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

9. Any Class Member may choose to opt out of and be excluded from the Settlement as provided in the Settlement Agreement and Class Notice, and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the Settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any requests for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely request by the deadline shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

10. Any Class Member may object to the Settlement Agreement or express his or her views regarding the Settlement Agreement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.

11. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Class Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

HON. PATRICK BRODERICK
SUPERIOR COURT OF CALIFORNIA