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11
 12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 13 **FOR THE COUNTY OF LOS ANGELES**

14 RICHARD SOUTSOS, as an individual and
 15 on behalf of all others similarly situated,

16 Plaintiffs,

17 vs.

18 CALIFORNIA RESOURCES
 19 CORPORATION, a Delaware corporation;
 20 and DOES 1 through 50, inclusive,

21 Defendants.

Case No.: 20STCV15170

[Assigned for all purposes to the Honorable
 William F. Highberger, Department 10]

~~PROPOSED~~ **ORDER GRANTING
 PLAINTIFF'S MOTION FOR PRELIMINARY
 APPROVAL OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT**

24 Date: September 21, 2021

Time: 10:00 a.m.

Dept.: 10

23 Complaint Filed: April 20, 2020

24 Trial Date: None Set

26 **RECEIVED**

27 AUG 27 2021

28 **FILING WINDOW**

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

BY FAX

1 Plaintiff Richard Soutsos' ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on August 27, 2021, and a hearing
3 was held before this Court on September 21, 2021. ~~FOR: ... "and came on before this Court~~
4 ~~for hearing on _____, at _____ m. On _____,~~ the Court issued a tentative
5 ruling, which the Parties do not contest. *Appearances were waived.*

6 The Court has considered the Class and Representative Action Settlement Agreement and
7 Release of Claims ("Settlement Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant filed herewith. The Settlement Agreement is attached to the Declaration
11 of Gavron as Exhibit A. The Settlement Agreement appears to be fair, adequate, and
12 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. This Order incorporates by reference the definitions in the Settlement, and all
18 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 4. The Court hereby approves the terms and conditions provided for in the
21 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
22 falls within the range of reasonableness of a settlement, including the amount of the PAGA
23 penalties, and appears to be presumptively valid, subject only to any objections that may be
24 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
25 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
26 Members when balanced against the probable outcome of further litigation relating to liability
27 and damages issues. It also appears that investigation, research, and court proceedings have been
28 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective

1 positions. It appears to the Court that settlement at this time will avoid substantial additional
2 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
3 further prosecution of the Litigation. It also appears that settlement has been reached as a result
4 of intensive, serious, and non-collusive arm's length negotiations.

5 5. The Settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or
9 accounts thereof, shall in any event be construed as, offered or admitted into evidence as,
10 received as, or deemed to be in evidence for any purpose adverse to Defendant, including, but
11 not limited to, evidence of a presumption, concession, indication, or admission by Defendant of
12 any liability, fault, wrongdoing, omission, concession, or damage.

13 6. The Court preliminarily finds that, for settlement purposes only, the Class meets
14 the requirements for certification under section 382 of the California Code of Civil Procedure in
15 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
16 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
17 community of interest amongst the members of the Class with respect to the subject matter of the
18 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the
19 Class Representatives will fairly and adequately protect the interests of the members of the
20 Class; (e) a class action is superior to other available methods for the efficient adjudication of the
21 controversy; and (f) Class counsel is qualified to act as counsel for the Plaintiffs in their
22 individual capacities and as the representative of the Class.

23 7. The Court hereby conditionally certifies the following Class for settlement
24 purposes only:

25 All current and former non-exempt employees employed by
26 Defendant in California, including Plaintiff, who received a
27 Qualifying Wage Statement during the Class Period (the period of
28 March 30, 2019 through April 1, 2021, inclusive of the beginning
 and ending dates).

1 Should for whatever reason the Settlement Agreement not become Final, this Order shall
2 be rendered null and void and shall be vacated and the Parties shall revert back to their respective
3 positions as of before entering the Settlement Agreement. The fact that the Parties were willing
4 to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing
5 on, or be admissible in connection with, the Litigation or the issue of whether a class should be
6 certified in a non-settlement context.

7 8. The Court provisionally appoints and designates: (a) Plaintiff Richard Soutsos as
8 the Class Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group,
9 P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel
10 is authorized to act on behalf of the Class with respect to all acts or consents required by, or
11 which may be given, pursuant to the Settlement Agreement, and such other acts reasonably
12 necessary to finalize the Settlement Agreement and its terms.

13 9. The Court hereby approves, as to form and content, the Notice of Proposed Class
14 Action Settlement ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
15 Settlement Agreement. The Court finds that distribution of the Notice to Class Members
16 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
17 the requirements of due process and shall constitute due and sufficient notice to all parties
18 entitled thereto.

19 10. The Court appoints and designates Phoenix Settlement Administrators as the
20 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
21 approved Notice to Class Members using the procedures set forth in the Settlement Agreement.

22 11. Any Class Member may choose to opt out of and be excluded from the Settlement
23 as provided in the Settlement Agreement and Notice, and by following the instructions for
24 requesting exclusion. Any person who timely and properly opts out of the Settlement by the
25 deadline in the Settlement Agreement and Notice will not be bound by the Settlement Agreement
26 or have any right to object, appeal, or comment thereon, except as to the resolution of PAGA
27 claims. Any Settlement Class Member who timely requests exclusion will still receive a pro rata
28 share of PAGA Penalties and will be deemed to have waived his or her rights to any claims for

1 civil penalties under PAGA or otherwise based on the Labor Code sections alleged to have been
2 violated in the Complaint. Any requests for exclusion must be in writing and signed by each such
3 Class Member opting out and must otherwise comply with the requirements delineated in the
4 Settlement Agreement and Notice. Class Members who have not requested exclusion by
5 submitting a valid and timely request by the deadline defined in the Settlement Agreement and
6 Notice shall be bound by all determinations of the Court, the Settlement Agreement, and
7 Judgment.

8 12. Any Class Member may object to the Settlement Agreement or express his or her
9 views regarding the Settlement Agreement and may present evidence and file briefs or other
10 papers that may be proper and relevant to the issues to be heard and determined by the Court as
11 provided in the Settlement Agreement and Notice. Any Class Member may object to the
12 Settlement Agreement by appearing at the Final Approval hearing and explaining their basis for
13 objecting as more fully described in Paragraph 16.

14 13. If more than five percent (5%) of the total number of Class Members submit
15 timely and valid Requests for Exclusion, Defendant shall have the option to cancel the
16 Settlement in its sole discretion. To exercise this option, Defendant must send written
17 notification to Class Counsel within fifteen (15) days of receiving a report from the Settlement
18 Administrator informing Defendant that the total number of timely and valid Requests for
19 Exclusion is more than five percent (5%).

20 14. The Parties are directed to implement the settlement in accordance with and
21 subject to the terms of the Settlement Agreement and this Order.

22 15. A final fairness hearing on the question of whether the proposed Settlement
23 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
24 Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
25 Workforce & Development Agency, and the Class Representative Service Award should be
26 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
27 Jan. 20, 2012 at 11 am in this Court.

28 16. Any party to this case, including any Class Member, may be heard at the final

1 fairness hearing in person or by counsel, to the extent allowed by the Court, in support of, or in
2 opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy
3 of the proposed Settlement, the requested attorneys' fees and costs, the requested Enhancement
4 Payment to the Class Representative, and any order of Final Approval and Judgment regarding
5 such Settlement, fees, costs, and payment.

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

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

12 IT IS SO ORDERED.

13
14 DATED: 9/24/2021


HON. WILLIAM F. HIGHBERGER
SUPERIOR COURT OF CALIFORNIA

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