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February 7, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV365252
By: mcastellon

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Attorneys for Plaintiffs Victor Flores, Boliver Jones,
Roberto Jovel, and Ron T. Metoyer, as individuals,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

VICTOR FLORES, BOLIVER JONES,
ROBERTO JOVEL, and RON. T.
METOYER, as individuals, and on behalf
of all others similarly situated
Plaintiffs,

vs.

ACCO ENGINEERED SYSTEMS, INC.;
and DOES 1 through 20, inclusive, and DOES
1 through 20, inclusive,
Defendant.

Case No. 20CV365252

*Assigned for all purposes to:
Hon. Theodore C. Zayner,
Department 19*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 29, 2024
Time: 1:30 P.M.
Dept: 19

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiffs Victor Flores, Boliver Jones, Roberto Jovel, and Ron T. Metoyer
4 (collectively, the “Plaintiffs”), as individuals, and on behalf of all others similarly situated and on
5 behalf of the general public have applied to this Court for an order preliminarily approving the
6 settlement of the Action in accordance with the Joint Stipulation of Class Action and PAGA
7 Action Settlement Agreement and Release (the “Settlement” or “Agreement”) entered into by
8 Plaintiffs and Defendant ACCO Engineered Systems, Inc. (“Defendant” or “ACCO”) which sets
9 forth the terms and conditions for a proposed settlement upon the terms and conditions set forth
10 therein (Plaintiff and Defendant shall be collectively referred to herein as the “Parties”); and

11 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
12 Approval of Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
14 THAT:

15 1. This Order incorporates by reference the definitions in the Settlement attached as
16 Exhibit 1 to the Declaration of Alexander G.L. Davies in Support of Plaintiff’s Motion for
17 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
18 meaning in this Order.

19 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
21 adequate and reasonable when balanced against the probable outcome of further litigation relating
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
26 been reached as the result of non-collusive, arms-length negotiations.

27 3. With respect to the Class and for purposes of proceeding pursuant to California
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
3 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
6 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
7 as counsel for the Class.

8 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
9 conditionally certifies the class for settlement purposes only. The Class is defined all persons
10 currently or formerly employed by ACCO as a non-exempt employee in the State of California at
11 any time during the Class Period of March 18, 2016 to March 3, 2024, including all Non-Union
12 Class Waiver Member(s), Non-Union Non-Class Waiver Member(s), Union Class Non-Waiver
13 Member(s), and Union Class Waiver Member(s).

14 5. Plaintiffs are hereby preliminarily appointed and designated, for all purposes, as the
15 Class Representatives and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed
16 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
17 behalf of the Class Members with respect to all acts or consents required by, or which may be given
18 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
19 Any Class Member may enter an appearance either personally or through counsel of such
20 individual's own choosing and at such individual's own expense. Any Class Member who does
21 not enter an appearance or appear on his or her own will be represented by Class Counsel.

22 6. Should, for whatever reason, the Settlement not become final, the fact that the
23 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
24 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
25 a non-settlement context.

26 7. The Court hereby preliminarily approves the definition and disposition of the Gross
27 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
28 subject to modification at final approval.

1 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
2 third of the Class Settlement Amount (currently estimated to be \$ 1,666,866.08), Class Counsel
3 litigation expenses not to exceed \$50,000.00, Class Representative Service Awards of up to
4 \$7,500.00 to each Named Plaintiff (for a total of \$30,000.00 in Class Representative Service
5 Awards), PAGA Penalties the amount of \$280,000.00, and costs of administration not to exceed
6 \$35,500.00, subject to final approval.

7 9. The Court hereby approves, as to form and content, the Class Notice, to be
8 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
9 the manner and form set forth in the Settlement and this Order, meets the requirements of due
10 process, is the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto.

12 10. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
13 Administrator, and hereby directs the Settlement Administrator to mail or cause to be mailed to
14 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
15 Members who wish to participate in the settlement provided for by the Settlement Agreement do
16 not need to respond to the Class Notice.

17 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
18 from the Class Settlement Amount, including the cost of searching for Class Members' addresses
19 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
20 to \$35,500.00 as provided in the Settlement.

21 12. Any Class Member may choose to opt-out of and be excluded from the Class as
22 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
23 Class will not be entitled to any recovery under the Settlement and will not be bound by the
24 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
25 requested exclusion/opted-out shall be Participating Class Members and bound by all
26 determinations of the Court, the Settlement, and the Final Judgment.

27 13. A Final Fairness and Approval Hearing shall be held before this Court on **July 23,**
28 **2025 at 1:30 p.m.** [or at a later date that is convenient with the Court, on _____ 2025, at

_____ a.m./p.m.] in Department 19 of the Superior Court for the State of California, County of Los Angeles, located at 191 North First Street San Jose, CA 95113. All papers in support of final approval and related awards for fees, costs, and Plaintiff's enhancement award must be filed and served at least 10 court days before the final approval hearing.

14. Any Participating Class Member must object to the Settlement by following the instructions for submitting written objections that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

15. The Settlement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

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1 18. The Court reserves the right to adjourn or continue the date of any hearing and all
2 dates provided for in the Settlement without further notice to Class Members, and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5
6 DATED: _ February 6, 2025 _



Theodore C. Zayner
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On February 5, 2025, I served the foregoing document entitled:

- [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Richard A. Leasia
Benjamin A. Emmert
LITTLER MENDELSON, P.C.
50 W. San Fernando, 7th Floor
San Jose, CA 95113-2303
Telephone: 408.998.4150
Facsimile: 408.288.5686
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Edwin Aiwarzian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
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Attorneys for Plaintiff
MARTIN HEREDIA

Attorneys for Defendant:
ACCO ENGINEERED SYSTEMS, INC.

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on February 5, 2025, at Irvine, California.

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5 Laila Shams
6 Laila Shams
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