

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

CHEYENNE ROBLES, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

WESTERN STONE & METAL CORP., a
Colorado corporation; and DOES 1 through
100,

Defendants.

Case No.: MSC20-00392

*[Case assigned for all purposes to the Hon.
Edward G. Weil, Dept. 39]*

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

Date: TBD

Time:

Dept.: 39

Action Filed: February 26, 2020

Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

The Motion of Plaintiff Cheyenne Robles (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on _____, 2021 at _____ a.m. / p.m. The Court, having considered the proposed Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt filed concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

Settlement Class – all non-exempt employees employed by Western Stone & Management d.b.a. Shane Co. in California from February 26, 2016, through the date of preliminary approval of the settlement.

1 4. For purposes of the Settlement, the Court designates named Plaintiff Cheyenne
2 Robles as Class Representative, and designates Fletcher W. Schmidt, Paul K. Haines, and
3 Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel.

4 5. The Court designates Phoenix Settlement Administrators as the third-party
5 Settlement Administrator for mailing notices.

6 6. The Court approves, as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) attached as Exhibit 2 to the Declaration of Fletcher W. Schmidt.

8 7. The Court finds that the form of notice to the Settlement Class regarding the
9 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
10 Members, constitute the best notice practicable under the circumstances, and constitute valid, due,
11 and sufficient notice to all Settlement Class Members. The form and method of giving notice
12 complies fully with the requirements of California Code of Civil Procedure § 382, California Civil
13 Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States
14 Constitutions, and other applicable law.

15 8. The Court further approves the procedures for Settlement Class Members to opt-
16 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

17 9. The procedures and requirements for submitting objections in connection with the
18 Final Approval Hearing are intended to ensure the efficient administration of justice and the
19 orderly presentation of any Settlement Class Member’s objection to the Settlement, in accordance
20 with the due process rights of all Settlement Class Members.

21 10. The Court directs the Settlement Administrator to mail the Class Notice to the
22 Settlement Class Members in accordance with the terms of the Settlement.

23 11. The Class Notice shall provide at least 60 calendar days’ notice for Settlement
24 Class Members to submit disputes, opt-out of, or object to the Settlement.

25 12. The Final Approval Hearing on the question of whether the Settlement Agreement
26 should be finally approved as fair, reasonable and adequate is scheduled on
27 _____, 2021 at _____ a.m. / p.m. in Department 39 of this Court, located
28 at 725 Court Street, Martinez, California, 94553. The Court reserves the right to continue the date

of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's enhancement payment, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, Plaintiff's enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on _____):

Event	Date
Defendant to provide Class List to Settlement Administrator no later than:	Within 7 days of the date of this order or _____, 2021.
Settlement Administrator to mail the Class Notice to the Settlement Class Members no later than:	Within 14 days of the date of this order or _____, 2021.
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	Within 74 days of the date of this order or _____, 2021.
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 28 calendar days prior to Final Approval Hearing
Final Approval Hearing	☐ _____ at ____ a.m./p.m.

1 16. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

4 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
5 in connection with the administration of the Settlement which are not materially inconsistent with
6 either this Order or the terms of the Settlement.

7 18. In the event the Settlement is not finally approved, or otherwise does not become
8 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
9 void and shall be vacated, and the parties shall revert to their respective positions as of before
10 entering into the Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____, 2021

Honorable Edward G. Weil
Judge of the Superior Court