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

SAUL ANDRADE, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

v.

MACH 1 GLOBAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

SAUL ANDRADE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MACH 1 GLOBAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG20069104 (Lead)
RG21108078

Honorable Somnath Raj Chatterjee
Department 517

CLASS ACTION

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

Date: January 26, 2023
Time: 2:30 p.m.
Department: 517

Complaints Filed: July 28, 2020;
June 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable Somnath Raj Chatterjee in Department 517 of
2 the Superior Court of the State of California, for the County of Alameda, on January 26, 2023, at
3 2:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Saul Andrade ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees and Seyfarth Shaw LLP appears as
6 counsel for Defendant Mach 1 Global Services, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class and Representative Action Settlement
12 Agreement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "EXHIBIT 1" to the Declaration of Ovsanna Takvoryan in Support of Plaintiff's Motion
14 for Preliminary Approval of Class Action Settlement. This is based on the Court's determination
15 that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the cases. It further appears that the Settlement has been reached as the result
25 of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Service Award, PAGA Allocation, Settlement
3 Administration Costs, and payments to the Settlement Class Members and members of the PAGA
4 Aggrieved Employee Group provided thereby, appear to be within the range of reasonableness of a
5 settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members and the PAGA
8 Aggrieved Employee Group are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

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

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees who worked for
23 Defendant within the State of California at any time during the period from July 28,
24 2016, through the date of this Order.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Saul Andrade as the representative of the
27 Class ("Class Representative").

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1 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
2 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
4 the Settlement Administrator with the following information about each Class Member: full name,
5 employee ID number, last known address and telephone number, number of Eligible Workweeks
6 worked during the Class Period and PAGA Period, and social security number (“Class Data”) in
7 conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
13 for Exclusion, of Class Members’ right to dispute the Eligible Workweeks credited to each of them,
14 and of each Settlement Class Member’s right and opportunity to object to the Settlement by
15 submitting a Notice of Objection. The Court further finds that distribution of the Class Notice
16 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
17 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
18 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
19 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
20 Class Members within fifteen (15) calendar days of receipt of the Class List, pursuant to the terms
21 set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
24 to be excluded from the Settlement by submitting a timely written Request for Exclusion in
25 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
26 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
27 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
28 the Response Deadline will be the later of either fifteen (15) calendar days from the date of the re-

1 mailing or the original sixty (60) calendar day deadline. Any such person who timely and validly
2 chooses to opt out of, and be excluded from, the Settlement will not be entitled to an Individual
3 Settlement Payment and will not be bound by the Settlement or have any right to object, appeal, or
4 comment thereon; however, if a Class Member is also a member of the PAGA Aggrieved Employee
5 Group, he or she will nevertheless be bound by the Released PAGA Claims and shall receive his or
6 her pro rata share of the PAGA Settlement Fund, irrespective of whether he or she has submitted a
7 Request for Exclusion. Class Members who have not submitted a timely and valid request to be
8 excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement
9 Agreement and any final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department 517 of the Alameda County Superior Court, located at Hayward Hall of Justice, 24405
13 Amador Street, Hayward, California 94544, to determine all necessary matters concerning the
14 Settlement, including: whether the proposed settlement of the on the terms and conditions provided
15 for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
16 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
17 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
18 Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and
19 Costs, Class Representative Service Award, and Settlement Administration Costs.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for
21 Attorneys' Fees and Costs, Class Representative Service Award, and Settlement Administration
22 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
23 Administrator's declaration, by _____,
24 to be heard at the Final Approval Hearing.

25 15. To object to the Settlement, a Settlement Class Member may send the Settlement
26 Administrator a written Notice of Objection on or before the Response Deadline. The objection
27 must be signed and must contain the information that is required, as set forth in the Class Notice,
28 including and not limited to the grounds for the objection. Settlement Class Members may also

1 present their objection orally at the Final Approval Hearing, whether or not they have submitted a
2 Notice of Objection.

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

12 17. In the event the Settlement does not become effective in accordance with the terms
13 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
14 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
15 vacated, and the Parties shall revert to their respective positions as of before entering into the
16 Settlement Agreement.

17 18. The Court reserves the right to adjourn or continue the date of the Final Approval
18 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
19 Members and retains jurisdiction to consider all further applications arising out of or connected with
20 the Settlement.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

By:

The Honorable SOMNATH RAJ CHATTERJEE
Judge of the Superior Court

EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL APPROVAL**

Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG20069104
("PAGA Action" and "Lead Case") and
Saul Andrade v. Mach 1 Global Services, Inc., Alameda County Superior Court Case No. RG21108078
("Class Action")

As a former hourly-paid or non-exempt employee for Mach 1 Global Services, Inc. who performed work for Mach 1 in the State of California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a settlement payment.

You have received this Notice of Class Action Settlement because the records of Mach 1 Global Services, Inc. ("Defendant" or "Mach 1") show you are a "Class Member," and therefore entitled to a payment from this class action settlement. Class Members are all hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time from July 28, 2016 to [DATE of Preliminary Approval] ("Class Period").

- The settlement resolves two cases: A case brought under the California Private Attorneys General Act ("PAGA") captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG20069104 and a class action captioned *Saul Andrade v. Mach 1 Global Services, Inc.*, Alameda County Superior Court Case No. RG21108078. The cases have been consolidated under the PAGA Action. They are collectively called the Lawsuit.
- The Lawsuit asserts claims for (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse for business expenses; (10) violation of California Business and Professions Code § 17200; and (11) PAGA penalties under Labor Code § 2699, et seq.
- On [REDACTED], the Alameda County Superior Court granted preliminary approval of this settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

Why Am I Receiving This Notice?

Defendant's records show that you worked for Defendant in California, and were paid on an hourly basis during the period July 28, 2016 through [DATE of Preliminary Approval]. You were sent this Notice because you have a right to know about a proposed settlement of the Lawsuit, and about your options, before the Court decides

Your Estimated Settlement Award

As detailed below, Defendant's records indicate that your **Eligible Workweeks** are:

For the **Class Period** [Eligible Workweeks] and for the **PAGA Period** [Eligible Workweeks]

Based on these workweeks, your **Estimated Award** is:

Class Award is [Estimated Award] and **PAGA Award** is [Estimated Award]

Questions? Contact the Administrator toll free at [PHONE]

whether to finally approve the settlement. If the Court approves the settlement (and then any objections and appeals are resolved) a Settlement Administrator appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights and options, what payments may be available to you under the settlement, and how to receive the payments.

What Is This Case About?

Saul Andrade was an hourly-paid, non-exempt employee for Defendant in California. He is the “Plaintiff” in the Lawsuit and is suing on behalf of himself and Class Members for the claims outlined above. Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

Summary Of Distribution Formula

Plaintiff and Defendant have agreed to settle the Lawsuit for the Gross Settlement Amount of \$360,000. The Gross Settlement Amount includes: (1) Settlement Administration Costs, currently estimated not to exceed \$7,000 to the Settlement Administrator; (2) a service payment of up to \$5,000 to Plaintiff for his time and effort in pursuing this Lawsuit; (3) up to \$120,000 in attorneys’ fees (one third of the Settlement Amount) to Class Counsel and reimbursement of litigation costs and expenses incurred by Class Counsel in the amount of up to \$24,000 to Class Counsel; and (4) an allocation to PAGA penalties in the amount of \$36,000, seventy-five percent of which will be paid to the California Labor & Workforce Development Agency (“LWDA”) and the remaining twenty-five percent distributed to certain Class Members. The amount left over after deducting these sums is called the “Net Settlement Amount.” It is estimated to be approximately [\$Amount].

Individual Settlement Payment Calculation

Class Members who do not opt out will receive a pro-rata Individual Settlement Payment based on the number of workweeks worked (i.e. performed work and received pay for working) from July 28, 2016 through [DATE of Preliminary Approval] (“Eligible Workweeks”). The Individual Settlement Payment will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class Members, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) * Net Settlement Amount.

PAGA Settlement Payment Calculation

Class Members will receive a pro-rata PAGA Settlement Payment based on the number of Eligible Workweeks worked from May 21, 2019 through [DATE of Preliminary Approval] (“PAGA Eligible Workweeks”). Specifically, these payments will be calculated by dividing the individual’s PAGA Eligible Workweeks by the total of the Class Members’ PAGA Eligible Workweeks, multiplied by the twenty-five percent of the PAGA allocation that goes to the Class Members (\$9,000). Otherwise stated, the formula for a Class Member’s PAGA Settlement Payment is: (individual’s PAGA Eligible Workweeks ÷ total of Class Members’ PAGA Eligible Workweeks) * \$9,000.

Questions? Contact the Administrator toll free at [PHONE]

Calculation of Your Settlement Payments

As summarized on page 1 of this Notice, Defendant's records indicate that you worked [Eligible Workweeks] as an hourly-paid or non-exempt employee in California between July 28, 2016 and [DATE], and [PAGA Eligible Workweeks] as an hourly-paid or non-exempt employee in California between May 21, 2019 and [DATE]. Based on these records, your estimated Individual Settlement Payment as a Class Member would be [\$Estimated Award], and your estimated PAGA Settlement Payment would be [\$Estimated Award].

If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

20% of each Individual Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest and reported on an IRS Form 1099. 100% of each PAGA Settlement Payment will be allocated as penalties and reported on an IRS Form 1099.

This notice is not intended to provide legal or tax advice regarding any settlement payment. You should consult your own legal counsel or tax professional regarding any taxes you may owe as a result of receiving a payment under this settlement.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you are a Class Member, you do not need to take any action to receive the Individual Settlement Payment, and PAGA Settlement Payment set forth above. You also will be releasing claims if you do not opt out.

Class Release

Unless you Opt Out of the Settlement (Option 2 below), you will be bound by the following release:

By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Plaintiff and each Class Member who does not submit a proper Request for Exclusion as provided for in this Agreement shall fully release all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pleaded in the PAGA Complaint (defined below) and the Class Action Complaint (defined below), or that could have been pleaded based on the facts pleaded in the complaints filed in the Actions, arising during the period July 28, 2016 through and including the date the Court grants Preliminary Approval of the Settlement, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or underpayment of meal and rest break premiums, auto-deduction of meal periods, failure to timely pay wages, failure to timely pay final wage, failure to maintain payroll and employment records, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, pre and post-shift work, record-keeping violations, claims regarding failure to reimburse business expenses, and unfair business practices pursuant to California Business & Professions Code §§ 17200 et seq. based on the aforementioned, and civil penalties pursuant to California Labor Code § 2698, et seq. ("PAGA") based on the aforementioned.

Questions? Contact the Administrator toll free at [PHONE]