

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NICOLA ROMANO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SSA TERMINALS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

DEFENDANTS.

Case No.: 20STCV29048

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

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

Date: April 22, 2022

Time: 11:00 a.m.

Dept.: 10

Complaint Filed: July 30, 2020

Trial Date: None Set

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on March 30, 2022, and a hearing was held before this Court
3 on April 22, 2022.

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

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Joint Stipulation of Class and Representative Action
9 Settlement and Release appears to be fair, adequate, and reasonable to the Settlement Class;

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
12 Litigation on behalf of the Settlement Class (as defined below and in the Settlement Agreement)
13 as a whole;

14 3. The Court hereby conditionally certifies the following Settlement Class for
15 settlement purposes only:

16 all current and former employees of Defendant represented by the International
17 Association of Machinists and Aerospace Workers (or "IAM", either at the local
18 or national level) in California who received at least one wage statement from
19 Defendant at any time from, and including, April 6, 2019 to November 1, 2020.

20 Should for whatever reason the Settlement Agreement not become Final, the fact that the
21 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
22 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
23 whether a class should be certified in a non-settlement context. Further, the Court, at this time,
24 dismisses any person from this matter who falls within the proposed class definition set forth in
25 the operative complaint but does not come within the settlement class as defined above.
26 However, the Court does so without prejudice as to Plaintiff adding those persons back into the
27 lawsuit if final approval of the settlement is not granted.

28 4. The Court appoints and designates: (a) Plaintiff Nicola Romano as the Class
Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity

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

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

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

27 7. The Court hereby approves, as to form and content, the Notice of Class and
28 Representative Action Settlement ("Notice Packet") to be sent to Settlement Class Members,

1 which is attached as **Exhibit A** to the Settlement Agreement. The Court finds that distribution of
2 the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and
3 this Order meets the requirements of due process and shall constitute due and sufficient notice to
4 all parties entitled thereto.

5 8. The Court appoints and designates Phoenix Settlement Administrators as the
6 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
7 approved Notice Packet to Settlement Class Members using the procedures set forth in the
8 Settlement Agreement.

9 9. Any Settlement Class Member may choose to opt out of and be excluded from the
10 settlement as provided in the Settlement Agreement and Notice Packet and by following the
11 instructions for requesting exclusion. Any person who timely and properly opts out of the
12 settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
13 comment thereon. Any Request for Exclusion must be in writing and signed by each such
14 Settlement Class Member opting out and must otherwise comply with the requirements
15 delineated in the Notice Packet. Settlement Class Members who have not requested exclusion by
16 submitting a valid and timely Request for Exclusion by the Response Deadline, shall be bound
17 by all determinations of the Court, the Settlement Agreement, and Judgment.

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

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

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

5 IT IS SO ORDERED.

6 DATED: _____

HON. WILLIAM F. HIGHBERGER
SUPERIOR COURT OF CALIFORNIA