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[Additional Counsel on Next Page]

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

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV38584

*[Assigned for all purposes to the Hon.
Maren Nelson – Dept. SSC-17]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
NOTICE PROCEDURES**

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PRODUCTION RESOURCE GROUP, L.L.C.

1 Plaintiff Jose Luis Topete Perez's ("Plaintiff") Motion for Preliminary Approval of Class
2 and Private Attorneys General Act Settlement and Notice Procedures in the above-referenced
3 matter came on regularly for hearing on October 4, 2021, at the Superior Court of California for
4 the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles,
5 California 90012, before the Honorable Maren Nelson.

6 Plaintiff was represented by his counsel, Lidman Law, APC and the Haines Law Group,
7 APC. Defendant Production Resource Group, L.L.C. ("Defendant") was represented by its
8 counsel, DLA Piper LLP (US).

9 Plaintiff and Defendant have agreed, subject to Court approval following notice to the
10 Class Members and a hearing, to settle the Action upon the terms and conditions set forth in the
11 Settlement Agreement, which is attached as **Exhibit 1** to the Declaration of Scott M. Lidman in
12 support of Plaintiff's motion for preliminary approval.

13 Based upon the Court's review of the Settlement Agreement, the moving papers submitted
14 in support of preliminary approval, and all of the files, records, and proceedings herein, and in
15 recognition of the Court's duty to make a preliminary determination as to the reasonableness of
16 this proposed class action settlement and to ensure proper notice to all Class Members in
17 accordance with due process requirements, the Court preliminarily finds (1) the Settlement of the
18 Class Claims appears to be fair, reasonable, and adequate, such that the Parties should mail notice
19 of the Settlement to all Class Members, and a hearing regarding final approval of the Settlement
20 Agreement should be set; and (2) the Settlement of the PAGA Claims appears to be fair,
21 reasonable, and adequate, and as providing genuine and meaningful that is consistent with
22 PAGA's underlying purpose of benefitting the public.

23 **THEREFORE, IT IS HEREBY ORDERED:**

24 1. This Order incorporates by reference the definitions in the Settlement Agreement,
25 and all terms defined therein shall have the same meaning in this Order.

26 2. The Court finds that it has subject-matter jurisdiction over the Action and all acts
27 within the Action, and over all the Parties to the Action, including Plaintiff, the State of California,
28 Class Members, and PAGA Affected Employees.

1 3. It appears to the Court on a preliminary basis that the Settlement is fair,
2 reasonable, and adequate. More specifically, it appears to the Court that counsel for the Parties
3 have engaged in sufficient investigation, research, and informal discovery, such that Class Counsel
4 and Defense Counsel are able to reasonably evaluate their respective positions. The Court
5 preliminarily finds that the Settlement Agreement appears to be within the range of reasonableness
6 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
7 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
8 finds that the monetary settlement awards made available to all Class Members are fair,
9 reasonable, and adequate when balanced against the probable outcome of further litigation relating
10 to liability and damages issues. The Court further preliminarily finds that the relief provided for
11 under PAGA is genuine, meaningful, and consistent with PAGA's underlying purpose of
12 benefitting the public. It further appears to the Court that settlement, at this time, will avoid
13 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of the Action. It further appears that the Settlement has been
15 reached as a result of serious and non-collusive, arms-length negotiations. Accordingly, the Court
16 preliminarily finds that the Settlement Agreement was entered into in good faith and the Court
17 hereby **GRANTS** preliminary approval of the Settlement.

18 4. For the purposes of this Settlement only, the Court hereby provisionally certifies
19 the Class Claims on behalf of the Class Members. "Class Members" means all current and former
20 employees of Defendant who were employed by Defendant in the State of California at any time
21 during the Class Period, *i.e.*, from April 6, 2019 through and including August 20, 2020, and who
22 received a wage statement that identified the employer as "PRG" and/or anything other than
23 "Production Resource Group, L.L.C.". Should for whatever reason the Settlement not become
24 final, the fact that the Parties were willing to stipulate to certification of the Class Claims on behalf
25 or Class Members as part of the Settlement shall have no bearing on, nor be admissible in
26 connection with, the issue of whether a class should be certified in a non-settlement context in this
27 Action or in any other lawsuit.

28 5. For the purposes of this Settlement only, named Plaintiff Jose Luis Topete Perez is

1 hereby preliminarily appointed and designated, for all purposes, as the representative for the Class.

2 6. For the purposes of this Settlement only, Scott M. Lidman, Elizabeth Nguyen, and
3 Milan Moore, and Romina Tamiry of Lidman Law, APC, and Paul K. Haines of the Haines Law
4 Group, APC, are hereby preliminarily appointed and designated as Class Counsel.

5 7. Class Counsel are authorized to act on behalf of Class Members with respect to all
6 acts or consents required by this Order. Any Class Member may enter an appearance through
7 counsel of such individual's own choosing and at such individual's own expense. Any Class
8 Member who does not enter an appearance or appear on his or her own will be represented by
9 Class Counsel.

10 8. The Court finds, based on Class Counsel's declaration, that Class Counsel has
11 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA
12 settlement in this action and provided a copy of the Settlement Agreement in compliance with
13 California Labor Code section 2699(I).

14 9. For the purposes of this Settlement only, the Court hereby preliminarily approves
15 the definition and disposition of the Gross Settlement Amount and related matters provided for in
16 the Settlement Agreement. In accordance with the Settlement Agreement, the Court hereby
17 preliminarily approves the Gross Settlement Amount of Two Hundred Thousand Dollars and Zero
18 Cents (\$200,000.00), which is the maximum amount that Defendant is obligated to pay under the
19 Settlement Agreement in order to settle the Action, unless the Gross Settlement Amount is
20 increased pursuant to Paragraph 3.5.1.1 of the Settlement Agreement.

21 10. For the purposes of this Settlement only, the Court hereby preliminarily approves
22 the Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff
23 in recognition of Plaintiff's efforts in litigating this case and obtaining the benefits of the
24 Settlement and as consideration for providing a Complete and General Release to the Released
25 Parties. The Court will decide the final amount of the Service Award at the Final Approval
26 Hearing.

27 11. For the purposes of this Settlement only, the Court hereby preliminarily approves a
28 payment of a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount

(estimated to be Sixty-Six Thousand Six Hundred Dollars and Sixty-Six Cents (\$66,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 of the Settlement Agreement). The amount paid for the Class Counsel Fees Award shall be for all claims for attorneys' fees past, present, and future incurred in the investigation, litigation, and resolution of the Action. Neither Class Counsel, nor any other counsel, shall be permitted to petition the Court, or to accept any payments, for fees relating to the investigation, litigation, and/or resolution of the Action other than the Class Counsel Fees Award. The Court will decide the final amount and allocation of the Class Counsel Fees Award at the Final Approval Hearing.

12. For the purposes of this Settlement only, the Court hereby preliminarily approves a payment of a Class Counsel Costs Award not to exceed a total of Ten Thousand Dollars and Zero Cents (\$10,000.00). The amount paid for the Class Counsel Costs Award shall be for all claims for litigation costs past, present, and future incurred in investigation, litigation, and resolution of the Action. Neither Class Counsel, nor any other counsel, shall be permitted to petition the Court, or to accept any payments, for costs relating to the investigation, litigation, and/or resolution of the Action other than the Class Counsel Costs Award. The Court will decide the final amount and allocation of the Class Counsel Costs Award at the Final Approval Hearing.

13. For the purposes of this Settlement only, the Court hereby preliminary approves a maximum payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator for third-party administration fees that are necessary to administer the Settlement ("Settlement Administration Costs"). The Court will decide the final Settlement Administration Costs at the Final Approval Hearing.

14. For the purposes of this Settlement only, the Court hereby preliminarily approves the PAGA Distribution Amount as fair, reasonable, and adequate, and as providing genuine and meaningful relief that is consistent with PAGA's underlying purpose of benefitting the public. The Settlement Agreement provides that the PAGA Distribution Amount, which is Twenty-Thousand Dollars and Zero Cents (\$20,000.00) (unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 of the Settlement Agreement), shall be allocated as follows: (a) seventy-five percent (75%) as a PAGA LWDA Payment to the LWDA; and (b) twenty-five percent (25%) as a

1 PAGA Affected Employee Payment to all PAGA Affected Employees. The PAGA Distribution
2 Amount shall resolve all claims for civil penalties under the PAGA for the PAGA Claims alleged
3 in the Action. The Settlement Agreement provides that the PAGA Affected Employee Payment
4 shall be distributed to PAGA Affected Employees on a *pro rata* basis based on the number of pay
5 periods he or she worked for Defendant in California during the PAGA Period. The Court will
6 decide the final PAGA Distribution Amount at the Final Approval Hearing.

7 15. The Net Settlement Amount to be distributed to Class Members is what remains
8 after the Service Award, Class Counsel Fees Award, Class Counsel Costs Award, Settlement
9 Administration Costs, and PAGA Distribution Amount are deducted from the Gross Settlement
10 Amount. The Settlement Agreement provides that the Class Member Payments shall be calculated
11 by dividing a Class Member's individual pay periods worked for Defendant in California during
12 the Class Period by the total of all Participating Class Members' pay periods worked for
13 Defendant in California during the Class Period (all according to Defendant's business records),
14 and multiplying this result by the Net Settlement Amount. For purposes of settlement only, the
15 Court preliminarily approves the Net Settlement Amount and the Class Member Payments as fair,
16 reasonable, and adequate. The Court will ultimately decide the fairness and adequacy of the
17 distribution of the Net Settlement Amount at the Final Approval Hearing.

18 16. The Court finds that the form and content of the proposed Notice of Settlement
19 attached to the Settlement Agreement as **Exhibit A** fairly and adequately advises Class Members
20 of the terms of the proposed Settlement, of the preliminary approval of the proposed Settlement, of
21 their right to receive their share of the Gross Settlement Amount, of the scope and effect of the
22 releases contained in the Settlement, of their rights and obligations relating to opting out of or
23 objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear
24 at the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with
25 all constitutional requirements, including those of due process. The Court further finds that the
26 mailing of the Notice of Settlement to Class Members as specifically described within the
27 Settlement Agreement, with measures taken for verification of addresses, as set forth therein,
28 constitutes an effective method of providing notice of this Settlement.

1 17. The Court hereby appoints Simpluris, Inc., as the Settlement Administrator to
2 provide notice of the Settlement as more specifically set forth in the Settlement Agreement.

3 18. The Court understands that the Settlement includes a release of Class Claims. The
4 Settlement Agreement provides that Plaintiff – on behalf of himself and Participating Class
5 Members – will fully and irrevocably release the Released Parties from any and all of the Released
6 Class Claims, as defined in the Settlement Agreement. Participating Class Members will release
7 such Released Class Claims for the Class Period, *i.e.*, from April 6, 2019 through and including
8 August 20, 2020. Participating Class Members may discover facts in addition to or different from
9 those they now know or believe to be true with respect to the subject matter of the Released Class
10 Claims but, upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have,
11 and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever
12 settled and released any and all of the Released Class Claims. In light of the consideration
13 provided under the Settlement, the Court makes a preliminary finding that the release of the
14 Released Class Claims is fair, reasonable, and adequate.

15 19. The Court understands that the Settlement includes a release of PAGA Claims.
16 The Settlement Agreement provides that Plaintiff – on behalf of himself, the State of California,
17 and PAGA Affected Employees – will fully and irrevocably release the Released Parties from any
18 and all of the Released PAGA Claims, as defined in the Settlement Agreement. Plaintiff, the State
19 of California, and PAGA Affected Employees will release such Released PAGA Claims for the
20 PAGA Period, *i.e.*, from July 16, 2019 through and including April 1, 2021. Plaintiff, the State of
21 California, and PAGA Affected Employees may discover facts in addition to or different from
22 those they now know or believe to be true with respect to the subject matter of the Released PAGA
23 Claims but, upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have,
24 and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever
25 settled and released any and all of the Released PAGA Claims. In light of the consideration
26 provided under the Settlement, the Court makes a preliminary finding that the release of the
27 Released PAGA Claims is fair, adequate, and reasonable.

28 20. No later than fifteen (15) calendar days after the date of this Preliminary Approval

1 Order, Defendant shall provide the Settlement Administrator with the Employee List, which shall
2 include, for each Class Member and PAGA Affected Employee: full name, last known address,
3 last known telephone number, social security number, whether the employee is currently employed
4 by Defendant, whether the employee is a Class Member, whether the employee is a PAGA
5 Affected Employee, the number of pay periods worked for Defendant in California during the
6 Class Period, and the number of pay periods worked for Defendant in California during the PAGA
7 Period (all according to Defendant's business records).

8 21. No later than twenty-one (21) calendar days after receipt of the Employee List
9 from Defendant, the Settlement Administrator shall mail the Notice of Settlement to all Class
10 Members by First Class U.S. Mail pursuant to the terms of the Settlement Agreement.

11 22. Class Members shall be given an opportunity to object to the settlement of the
12 Class Claims by submitting a Notice of Objection; neither Class Members nor PAGA Affected
13 Employees may object to the settlement of the PAGA Claims. No later than the Response
14 Deadline, which is sixty (60) calendar days after the Settlement Administrator mails the Notice of
15 Settlement (or fourteen (14) calendar days after the Settlement Administrator remails a Class
16 Member's Notice of Settlement, as applicable), any Class Member requesting exclusion from the
17 class action aspects of the Settlement must submit his/her Request for Exclusion by mail to the
18 Settlement Administrator. To be valid, the Request for Exclusion must: (a) contain the full name,
19 address, and last four digits of the social security number of the person requesting exclusion; (b)
20 be signed by the person requesting exclusion; and (c) state in substance: "I wish to exclude myself
21 from the Settlement in *Jose Luis Topete Perez v. Production Resource Group, L.L.C.*, Superior
22 Court of California, County of Los Angeles, Case No. 20STCV38584." If the Request for
23 Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response
24 Deadline and returned to the Settlement Administrator at the specified address, it will not be
25 deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing
26 envelope shall be the exclusive means used to determine whether a Request for Exclusion has been
27 timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will
28 not have any right to object to, appeal, or comment on the Settlement. Class Members who do not

1 submit a timely and valid Request for Exclusion on or before the Response Deadline shall be
2 deemed Participating Class Members and will be bound by all terms of the Settlement and the
3 Final Approval Order and Judgment entered in this Action. Under no circumstances will a Class
4 Member who has submitted a timely and valid Request for Exclusion be considered to have opted
5 out of the PAGA Distribution Amount portion of the Settlement or the Released PAGA Claims.

6 23. No later than the Response Deadline, any Class Member wishing to object to the
7 settlement of the Class Claims must submit his/her objection to the Settlement Administrator. To
8 be valid, the Notice of Objection must: (a) contain the full name, address and last four digits of the
9 social security number of the Class Member; (b) state the case name and number, *Jose Luis Topete*
10 *Perez v. Production Resource Group, L.L.C*, Superior Court of California, County of Los Angeles,
11 Case No. 20STCV38584; the basis for the objection; and whether the Class Member intends to
12 appear at the Final Approval Hearing; and (c) be signed by the Class Member. If the Notice of
13 Objection does not contain the information listed in (a)-(c) or is not mailed to the Settlement
14 Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of
15 Objection to this Settlement. The date of the postmark on the service mailing envelope for the
16 Settlement Administrator shall be the exclusive means used to determine whether a Notice of
17 Objection has been timely served on the Settlement Administrator. Class Members have a right to
18 appear at the Final Approval Hearing to have their objections heard by the Court.

19 24. As of the date this Order is signed, all dates and deadlines associated with the
20 Action shall be stayed, other than those pertaining to the administration of the Settlement. To
21 facilitate administration of the Settlement pending final approval, Class Members are hereby
22 enjoined from initiating or prosecuting any proceeding on any claim to be released under the
23 Settlement unless and until the Class Member has opted out of the Class.

24 25. This Settlement is not a concession or admission and shall not be used against
25 Defendant or any of the Released Parties as an admission of liability with respect to the Class
26 Claims or PAGA Claims. Whether or not the Settlement is finally approved, neither the
27 Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any
28 reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence

as, received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of enforcing the Settlement.

26. The Parties' briefs and other papers in support of Final Approval of the proposed Settlement, and Class Counsel's application for an award of attorney's fees and litigation costs, shall be filed with the Court no later than sixteen (16) court days before the Final Approval Hearing. A Final Approval Hearing shall be held as soon as practicable thereafter in the Superior Court of California for the County of Los Angeles, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine whether the proposed Settlement of the Action is fair, reasonable, and adequate and should be finally approved. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights of all Class Members, PAGA Affected Employees, and the State of California.

27. An implementation schedule is below:

Event	Date	Actual Date ¹
Defendant to provide Employee List to Settlement Administrator	15 calendar days after issuance of the Preliminary Approval Order	October 19, 2021
Settlement Administrator to mail Notice of Settlement to Class Members	21 calendar days after receiving Employee List from Defendant	November 9, 2021
Deadline for Class Members to request exclusion from or object to the Settlement	60 calendar days after mailing of the Notice of Settlement by the Settlement Administrator	January 8, 2022
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Approval Hearing	_____, 2022
Final Approval Hearing:	_____, 2022	

¹ These dates are based on the Court granting preliminary approval at the hearing, currently noticed for October 4, 2021.

28. In the event that the proposed Settlement is not finally approved by the Court, or for any reason the Effective Date does not occur, then the Settlement and all orders entered in connection therewith shall be null and void and of no effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement shall be withdrawn without prejudice as to the rights of the Parties thereto.

IT IS SO ORDERED.

DATED: _____, 2021

Hon. Judge Maren Nelson
Judge of the California Superior Court