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Attorneys for Defendant General Foundry Service Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RIVELINO TAVIRA an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

GENERAL FOUNDRY SERVICE
CORPORATION; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. RG20072299

[Case Assigned for All Purposes to Hon. Brad
Seligman in Dept. 23]

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

Date: April 27, 2021
Time: 3:00 p.m.
Dept.: 23
Reservation No.: R-2243711

Complaint Filed: August 24, 2020
FAC Filed: October 29, 2020
Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement Agreement”), a copy of which is attached to the Declaration
3 of Kelsey M Szamet as Exhibit “1”, came before this Court on April 27, 2021. The Court, having
4 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement “Class Member(s)” means “all persons who are employed or have been
13 employed as an hourly employee by GENERAL FOUNDRY SERVICE CORPORATION, in the
14 State of California who worked one or more pay periods during the Class Period.”

15 3. The Settlement falls within the range of reasonableness and appears to be
16 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
17 and final approval by this Court.

18 4. The Court makes the following preliminary findings for settlement purposes
19 only:

- 20 A. The Settlement Class, which consists of approximately 55 persons, is so
numerous that joinder of all members is impracticable;
- 21 B. There appear to be questions of law or fact common to the Settlement
22 Class for purposes of determining whether this Settlement should be
approved;
- 23 C. Plaintiff’s claims appear to be typical of the claims being resolved through
24 the proposed settlement;
- 25 D. Plaintiff appears to be capable of fairly and adequately protecting the
26 interests of the Settlement Class Members in connection with the proposed
settlement;
- 27 E. Common questions of law and fact appear to predominate over questions
28 affecting only individual persons in the Settlement Class. Accordingly,
the Settlement Class appears to be sufficiently cohesive to warrant
settlement by representation; and

F. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

5. The Court approves, as to form and content, the Class Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A.

6. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Class Notice to Class Members.

7. The Court approves the procedure for Class Members to become Participating Class Members as set forth in the Class Notice to Class Members.

8. The Court directs the mailing of the Class Notice to Class Members by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. If a Settlement Class Member does not cash his or her settlement check within 160 days, the uncashed funds shall be transmitted by the Settlement Administrator to Bet Tzedek as the cy pres beneficiary pursuant to C.C.P. Section 384.

10. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC as Class Counsel.

11. The Court confirms RIVELINO TAVIRA as the Class Representative.

12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

13. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

14. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	April 27, 2021
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	10 business days from Preliminary Approval

c.	Mail Notice to Class Members	15 calendar days from Settlement Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	August 9, 2021
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	August 9, 2021
h.	Final Approval Hearing	August 31, 2021 at 3:00 pm

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 28, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list:

Charles H. Goldstein, Esq.
cgoldsteinesq@gmail.com
Joseph A. Goldstein, Esq.
josephgoldsteinesq@gmail.com
The Goldstein Law Firm, PC
8912 Burton Way
Beverly Hills, CA 90211
Attorney for Defendant

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☐ **(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 U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2021, at Woodland Hills. CA.



Michelle A. Tanzer