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

JANELE ALDANA, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

DAL-TILE SERVICES, INC., a Delaware
corporation; MOHAWK INDUSTRIES, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. RG20071668

[Hon. Evelio Grillo, Department 21]

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

Date: February 21, 2023
Time: 10:00 a.m.
Department: 21

Reservation ID: 602110108426

Complaint Filed: August 25, 2020

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on January 26, 2023, and a hearing was held before this Court on February 21,
3 2023.

4 **I. RECITALS**

5 1. On August 25, 2020, Plaintiff, Janele Aldana, initiated this class and Labor Code Private
6 Attorneys General Act of 2004 ("PAGA") action that seeks to remedy alleged failures to furnish lawful
7 wage statements. The wage statement claim alleges that (i) Defendants Dal-Tile Services, Inc. and
8 Mohawk Industries, Inc. issued wage statements that failed to show the start date for the period being
9 paid, (ii) whenever non-exempt employees earned certain wages, like overtime or missed meal
10 premiums, Defendants issued wage statements that inaccurately stated the total hours worked, and (iii)
11 whenever non-exempt employees earned overtime wages, Defendants issued wage statements that did
12 not identify the overtime rate as 1.5 times the regular rate of pay. Defendants deny the allegations.

13 2. On November 29, 2022, the Parties attended a mediation. The Parties were able to
14 negotiate the settlement terms in the Joint Stipulation of Class Action Settlement (the "Agreement").

15 **II. FINDINGS**

16 3. The Court conditionally certifies the following Class: (i) all current or former exempt
17 employees of Defendants in the State of California who at any time from April 6, 2019, through
18 November 29, 2022 (the "Class Period") received wage statements that did not include the pay period
19 start date and (ii) all current or former non-exempt employees of Defendants in the State of California
20 who at any time during the Class Period received wage statements that either did not include the pay
21 period start date or showed overtime or meal period premiums hours that resulted in an inaccurate total
22 hours worked.

23 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
24 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
25 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
26 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
27 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
28 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It

1 also appears that investigation, research, and proceedings have been conducted so that counsel for the
2 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
3 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
4 would be presented by the further prosecution of the action. It also appears that settlement has been
5 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

6 **III. ORDERS**

7 After considering the papers and evidence, arguments of counsel, and all other matters presented
8 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

9 5. The Court grants preliminary approval of the Joint Stipulation of Class Action Settlement
10 (“Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to
11 the Class.

12 6. The Court appoints and designates: (a) Plaintiff, Janele Aldana, as Class Representative,
13 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L. Marder of
14 Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the
15 Class with respect to all acts or consents required by, or which may be given, pursuant to the
16 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
17 Member may enter an appearance through his or her own counsel at such Class Member’s own expense.
18 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
19 represented by Class Counsel.

20 7. A final fairness hearing on the question of whether the proposed Agreement, the
21 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
22 Labor Workforce & Development Agency, and the Class Representative Award should be finally
23 approved as fair, reasonable, and adequate as to the members of the Class is set for
24 _____, 2023, at 10:00 a.m. in this Court.

25 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
26 (“Class Notice”), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
27 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
28

1 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
2 notice to all parties entitled thereto.

3 9. The Court appoints and designates Phoenix Settlement Administrators as the
4 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
5 Members using the procedures set forth in the Agreement.

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

14 11. Any Class Member may object to the Agreement or express his or her views regarding
15 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
16 issues to be heard and determined by the Court as provided in the Class Notice.

17 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
18 sixteen (16) court days before the final fairness hearing.

19 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
20 and all dates provided for in the Agreement without further notice to the Class. The Court retains
21 jurisdiction to consider all further applications arising out of or connected with the Agreement.

22 14. Should for whatever reason final approval is not granted, the fact that the Parties were
23 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
24 of whether a class should be certified in a non-settlement context.

25 **IT IS SO ORDERED.**

26 DATED: _____, 2023

27 _____
THE HONORABLE EVELIO GRILLO