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Attorneys for AARON ROMERO,
on behalf of himself, all others similarly situated,
and on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KERN

AARON ROMERO on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

VITRO FLAT GLASS, LLC; and DOES 1-
100,

Defendants

Case No. BCV-21-101357

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF AARON
ROMERO'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

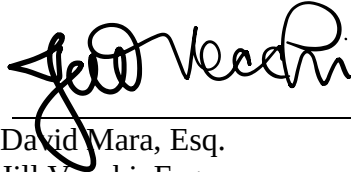
Complaint Filed: June 1, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 NOTICE IS HEREBY GIVEN that on February 24, 2022, the Court issued an Order Granting
3 Plaintiff Aaron Romero's Motion for Preliminary Approval of Class Action Settlement,
4 Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date. A
5 true and correct copy of the Court's Order is attached hereto as Exhibit 1.

6 Dated: February 28, 2022

MARA LAW FIRM, PC

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9 David Mara, Esq.

Jill Vecchi, Esq.

10 Representing Plaintiff AARON ROMERO on behalf
11 of himself, all others similarly situated, and on
12 behalf of the general public.
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Exhibit 1

FILED

KERN COUNTY SUPERIOR COURT
02/24/2022

BY Griffith, Kasey
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KERN**

AARON ROMERO on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

VITRO FLAT GLASS, LLC; and
DOES 1-100,

Defendants.

Case No. BCV-21-101357

**~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF
AARON ROMERO'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING OF
FINAL APPROVAL HEARING DATE**

Date: February 24, 2022
Time: 8:30 a.m.
Judge: Hon. Bernard C. Barmann, Jr.
Division: H

Complaint Filed: June 15, 2021
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action (the “Action”).
3 Plaintiff Aaron Romero has applied to this Court for an order preliminarily approving the settlement
4 of the Action in accordance with the Joint Stipulation and Settlement Agreement (the “Agreement”),
5 which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
6 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read
7 and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion for
8 Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class
9 Notice, Setting of Final Approval Hearing Date; and Declaration of David Mara, Esq., in Support of
10 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and attached exhibits. For
11 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate over
20 any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4) Plaintiff and
21 his Counsel have fairly and adequately represented and protected the interests of the Class; and (5) a
22 class action, and class-wide resolution of the action via class settlement procedures is superior to other
23 available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light
26 of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
28 Representative, and his appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements
3 of due process.

4 6. The notice of proposed class action settlement attached as Exhibit A to the Agreement
5 complies with due process because the notice of proposed class action settlement is reasonably
6 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
7 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
8 exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for class
9 notice and settlement administration is the best notice practicable under the circumstances.

10 **III. ORDER**

11 The Court having considered the papers submitted in support of the motion for
12 preliminary approval, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair,
14 just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15 2. The following Class is conditionally certified for purposes of settlement only: All
16 California hourly, non-exempt employees of Vitro Flat Glass, LLC in California at any time from
17 October 5, 2016, to August 29, 2021.

18 3. The Agreement provides for the following release as to Participating Class Members,¹
19 which is hereby approved conditionally: Any and all claims, debts, liabilities, demands, obligations,
20 penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of
21 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that
22 reasonably could have arisen out of the same facts alleged in the Federal Action and the Action,
23 against Defendant (including any and all unnamed Does). The Released Claims include, but are not
24 limited to, 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay All Overtime Wages; 3)
25 Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 9- 2001(11); Cal.
26 Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC
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28 ¹ Participating Class Members are Class Members who do not submit a valid and timely request to
exclude themselves from the Settlement.

1 Wage Order No. 9- 2001(12); Cal. Code Regs. tit. 8 § 11090); 5) Knowing and Intentional Failure to
2 Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175); 6)
3 Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§ 201-203);
4 7) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Lab. Code §§ 233, 234, 246); 8)
5 Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*); and 9) Violations of the
6 Private Attorneys General Act, Labor Code §2699, *et seq.* (“PAGA”). The time period applicable to
7 the Released Claims is from October 5, 2016, to August 29, 2021.

8 3. The settlement appears to be fair, adequate and reasonable to the Class. The settlement
9 falls within the range of reasonableness and appears to be presumptively valid, subject only to any
10 objections that may be raised at the final approval hearing and final approval by this Court.

11 4. Plaintiff Aaron Romero is conditionally approved as the Class Representative for the
12 Class.

13 5. The proposed Class Representative Enhancement Payment of \$10,000 payable to
14 Plaintiff Aaron Romero for his services as class representative is conditionally approved.

15 6. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

16 7. The proposed awards of up to \$420,000 in attorneys’ fees and up to \$20,000 in actual
17 costs payable to Class Counsel are conditionally approved.

18 8. A final approval hearing on the question of whether the settlement, attorneys’ fees and
19 costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
20 approved as fair, reasonable and adequate as to Class Members is scheduled for the date and time set
21 forth in the Implementation Schedule below.

22 9. The Court confirms Phoenix Settlement Administrators as the Settlement
23 Administrator.

24 10. The proposed payment of up to \$10,000 in costs to Phoenix Settlement Administrators
25 for its services as the Settlement Administrator is conditionally approved.

26 11. The Court also hereby conditionally approves and orders payment from the Gross
27 Settlement Fund of the PAGA Payment of \$75,000 (75% of which shall be paid to the Labor and
28 Workforce Development Agency, and 25% of which shall become part of the Net Settlement Fund

1 distributable to Participating Class Members).

2 12. The Court approves, as to form and content, the notice of class action settlement in
3 substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure for
4 Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

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

10 14. To facilitate administration of the settlement pending final approval, the Court hereby
11 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
12 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
13 Enforcement of the California Department of Industrial Relations) regarding claims released by the
14 Agreement unless and until such Class Members have filed valid Requests for Exclusion with the
15 Settlement Administrator and the time for filing valid Requests for Exclusion with the Settlement
16 Administrator has elapsed. This provision shall not apply to claims not alleged in the Action.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	March 10, 2022 [14 calendar days after entry of this Order]
Deadline for Settlement Administrator to Mail the Class Notice to Class Members	March 24, 2022 [14 calendar days after receipt of the Class Data]
Deadline for Class Members to Postmark Requests for Exclusion	May 8, 2022 [45 calendar days after mailing of Notice to Class Members]
Deadline for Class Members to Postmark Objections to the Settlement	May 8, 2022 [45 calendar days after mailing of Notice to Class Members]
Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment	16 court days before Final Approval Hearing
Final Approval Hearing and Final Approval	<u>June 14</u> , 2022, at 8:30 a.m.

IT IS SO ORDERED.

Dated: Signed: 2/24/2022 09:42 AM, 2022

By 
Honorable Bernard C. Barmann, Jr.
Kern County Superior Court Judge

Case Name: Aaron Romero v. Vitro Flat Glass, LLC and Does 1-100
Court: Superior Court of Kern County
Case Number: BCV-21-101357

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of: San Diego, State of California.

I am over the age of 18 and not a party to the within action; my business address is:
2650 Camino Del Rio N. Suite 205, San Diego, CA 92108

On, February 28, 2022 I served the foregoing document(s) described as:

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF AARON ROMERO'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF
FINAL APPROVAL HEARING DATE**

On interested parties in this action:

Sandra McCandless, Esq. (SBN 57740)
Sarah A. Syed, Esq. (SBN 253534)
DENTONS US LLP
1999 Harrison Street, Suite 1300
Oakland, California 94612
Sandra.mccandless@dentons.com
sarah.syed@dentons.com

[XX] (BY E-MAIL) On February 28, 2022, I caused the documents to be sent to the persons at the electronic notification addresses of the parties named above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Dated: February 28, 2022


Mathew Adame