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EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

EDWARD GNAT, on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

QUINN COMPANY; and DOES 1 through
50, inclusive,

Defendants.

Case No. 20CV003431

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING
A SETTLEMENT FAIRNESS HEARING**

Date: February 23, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

1 Plaintiff Edward Gnat's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on January 30, 2024, and a
3 hearing was held before this Court on February 23, 2024. Appearances by counsel for the
4 Parties were noted on the record.

5 The Court has considered the Joint Stipulation and Settlement Agreement of Class
6 Action and PAGA Claims ("Stipulation of Settlement" or "Settlement Agreement") and all
7 other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Stipulation of Settlement between
10 Plaintiff and Defendant filed herewith. The Stipulation of Settlement appears to be fair,
11 adequate, and reasonable to the Settlement Class.

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

16 3. The Court hereby approves the following Settlement Class for settlement
17 purposes:

18 all current and former non-exempt employees of Defendant who
19 worked for Defendant in California during the Class Period, who did
20 not sign a post-2013 arbitration agreement.

21 Should for whatever reason the Stipulation of Settlement not become Final, the fact
22 that the Parties were willing to stipulate to certification of a class as part of the Stipulation of
23 Settlement shall have no bearing on, or be admissible in connection with, the Litigation.

24 4. The Court appoints and designates: (a) Plaintiff Edward Gnat as Class
25 Representative and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston,
26 and Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C. as Class
27 Counsel for the Settlement Class. Class Counsel is authorized to act on behalf of the
28 Settlement Class with respect to all acts or consents required by, or which may be given,

1 pursuant to the Stipulation of Settlement, and such other acts reasonably necessary to finalize
2 the Stipulation of Settlement and its terms. Any Settlement Class Member may enter an
3 appearance through his or her own counsel at such Settlement Class Member's own expense.
4 Any Settlement Class Member who does not enter an appearance or appear on his or her own
5 behalf will be represented by Class Counsel.

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

20 6. A final fairness hearing on the question of whether the proposed Stipulation of
21 Settlement, the allocation of payments to Settlement Class Members, attorneys' fees and costs
22 to Class Counsel, the payment to the Settlement Administrator, the payment of PAGA
23 penalties to the Labor and Workforce Development Agency ("LWDA") and PAGA Group
24 Members, and the Class Representative Service Payment should be finally approved as fair,
25 reasonable, and adequate as to the members of the Settlement Class is hereby set for
26 _____ at 8:30 a.m. in this Court.

27 7. The Court hereby approves, as to form and content, the Notice of Pendency of
28 Class Action ("Notice") to be sent to Settlement Class Members, which is attached as **Exhibit**

1 A to the Stipulation of Settlement. The Court finds that distribution of the Notice to Settlement
2 Class Members substantially in the manner and form set forth in the Stipulation of Settlement
3 and this Order meets the requirements of due process and shall constitute due and sufficient
4 notice to 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
7 the approved Notice to Settlement Class Members using the procedures set forth in the
8 Stipulation of Settlement.

9 9. Any Settlement Class Member may choose to opt out of and be excluded from
10 the settlement as provided in the Stipulation of Settlement and Notice 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 Stipulation of Settlement or have any right to object,
13 appeal, or comment thereon, with the exception of the Released PAGA Claims (if applicable),
14 from which there is no right to opt out. Any request for exclusion must be in writing and
15 signed by each such Settlement Class Member opting out and must otherwise comply with the
16 requirements delineated in the Notice. Settlement Class Members who have not requested
17 exclusion by submitting a valid and timely request by the deadline shall be bound by all
18 determinations of the Court, the Stipulation of Settlement, and Judgment.

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

23 11. Any portion of the settlement payment check not cashed by a Class Member
24 and/or PAGA Group Member within one-hundred eighty (180) days from the date of issuance
25 of the check shall be entirely paid to the Watsonville Law Center, after all payments for the
26 Settlement Administrator's fees and expenses, Plaintiff's Service Payment, Class Counsel's
27 attorneys' fees and costs, and PAGA penalties to the LWDA have been fully paid. Watsonville
28 Law Center is approved as a *cy pres* recipient.

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

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

7 IT IS SO ORDERED.

8
9 DATED: _____

HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA