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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

LOUIS WEYBREW, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

BEI CONSTRUCTION, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: FCS055658

[Assigned for all purposes to the Hon. E.
Bradley Nelson, Department 4]

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

Date: November 4, 2021
Time: 9:00 a.m.
Dept.: 4

Complaint Filed: November 10, 2020
FAC Filed: January 13, 2021
Trial Date: None Set

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on September 16, 2021, and a hearing was held before this
3 Court on November 4, 2021.

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

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Joint Stipulation of Class Action Settlement
9 ("Settlement Agreement") appears to be fair, adequate, and reasonable to the Class;

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

14 3. The Court hereby conditionally certifies the following Class for settlement
15 purposes only:

16 All current and former employees of Defendant in the State of
17 California who earned wages at any time between May 16, 2019
18 through December 4, 2020.

19 Should for whatever reason the Settlement Agreement not become Final, the fact that
20 the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the
22 issue of whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Louis Weybrew as the Class
24 Representative and (b) Howard L. Magee, Larry W. Lee, and Max W. Gavron of Diversity
25 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
26 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
27 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
28 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member

1 may enter an appearance through his or her own counsel at such Class Member's own expense.
2 Any Class Member who does not enter an appearance or appear on his or her own behalf will
3 be represented by Class Counsel.

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

17 6. A final fairness hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and
19 costs to Class Counsel, payment of PAGA penalties to the Labor Workforce & Development
20 Agency, and the Class Representative Enhancement Payment should be finally approved as
21 fair, reasonable, and adequate as to the members of the Class is hereby set for
22 _____ at _____ in this Court.

23 7. The Court hereby approves, as to form and content, the Notice of Class Action
24 Settlement ("Notice Packet") to be sent to Class Members, which is attached as **Exhibit A** to
25 the Settlement Agreement. The Court finds that distribution of the Notice Packet substantially
26 in the manner and form set forth in the Settlement Agreement and this Order meets the
27 requirements of due process and shall constitute due and sufficient notice to all parties entitled
28 thereto.

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

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

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

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

20 12. The Court reserves the right to adjourn or continue the date of the Settlement
21 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice
22 to the Class, and retains jurisdiction to consider all further applications arising out of or
23 connected with the Settlement Agreement.

24 IT IS SO ORDERED.

25
26 DATED: _____

27 HON. E. BRADLEY NELSON
28 SUPERIOR COURT OF CALIFORNIA