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Attorneys for Plaintiff, the Putative Class and Aggrieved Employees

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN BARRERA, an individual, on behalf
of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

SPENCER AEROSPACE
MANUFACTURING, LLC, a California
limited liability company; and DOES 1 TO
50,

Defendants.

Case No. 21STCV05109

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 20, 2022

Time: 9:00 a.m.

Dept: 7

Judge: Hon. Lawrence P. Riff

Complaint Filed: February 8, 2021

FAC Filed: April 14, 2021

Electronically Received 10/26/2022 01:48 PM

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on December 20, 2022, in Department 7, the Honorable Lawrence P. Riff
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action and
7 Representative Action (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of
8 Jonathan Melmed in support of Plaintiff's Motion for Order Granting Preliminary Approval of
9 Class Action Settlement. All terms used herein shall have the same meaning as defined in the
10 Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair,
11 adequate and reasonable to the Class, and the Court preliminarily approves the terms of the
12 Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$278,125.00**;
- 14 b. Court approved attorneys' fees to Class Counsel of up to **\$92,708.33**,
15 representing one-third of the Gross Settlement Amount;
- 16 c. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 17 d. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 18 e. A PAGA allocation of \$25,000.00, with **\$18,750.00** (i.e., 75%) payable to
19 the California Labor & Workforce Development Agency for its portion of
20 the PAGA penalties.

21 2. This Court has considered the papers in support of the Motion and the Settlement
22 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
23 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
24 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
25 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
26 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the
27 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
28 treatment of this dispute is superior to individual litigation because common issues predominate

1 over individual issues for settlement purposes.

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

5 4. A final fairness hearing on the question of whether the proposed Settlement,
6 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
7 should be finally approved as fair, reasonable and adequate as to the members of the Class is
8 scheduled on the date and time set forth in the implementation schedule in Paragraph 13 below.

9 5. This Court approves, as to form and content, the Notice of Proposed Class Action
10 ("Class Notice"), in substantially the form attached to the Settlement Agreement as **Exhibit 1**. The
11 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
12 the Settlement as set forth in the Settlement Agreement.

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

18 7. It is ordered that the Settlement Class is preliminarily certified for settlement
19 purposes only.

20 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
21 defined as follows: *all current and former hourly or non-exempt employees of Defendant in
22 California, at any time from February 8, 2017 to November 1, 2021.*

23 9. The Court preliminarily confirms Plaintiff Juan Barrera as the Class Representative.

24 10. The Court preliminarily approves Jonathan Melmed and Laura Supanich of Melmed
25 Law Group P.C. as Class Counsel.

26 11. The Court appoints Rust Consulting, Inc. as the Settlement Administrator.

27 12. To facilitate administration of the Settlement pending final approval, the Court
28 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or

administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

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

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 1 calendar days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after May 15, 2023)	<u>6/21</u> , 2023 at <u>10:00</u> a.m./ p.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

1 **IT IS SO ORDERED.**

2
3 Dated: 03/22/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over the judge's name.

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Judge of the Superior Court, Los Angeles County