

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

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

CASSANDRA NEGRETE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WINSUPPLY INC., a Delaware
corporation; ORANGE COUNTY
WINDUSTRIAL CO., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2021-01188066-CU-OE-CXC

(Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105)

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

Date: August 19, 2022
Time: 10:00 a.m.
Dept.: CX105

Reservation Number: 73761897

Complaint Filed: March 9, 2021
FAC Filed: April 13, 2022
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 May 17, 2022, and a hearing was held before this Court on
3 August 19, 2022. Appearances for the Parties were noted on the record.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement 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 Defendants filed herewith. The Settlement Agreement appears to be fair, adequate, and
9 reasonable to the Class;

10 2. All defined terms contained herein shall have the same meanings as set forth in the
11 Settlement Agreement;

12 3. The Class Representative and Defendants (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 Class (as defined below and in the Settlement Agreement) as a whole;

15 4. The Court hereby conditionally certifies the following Class for settlement purposes
16 only:

17 all current and former hourly-paid, non-exempt employees of Defendants employed
18 in the State of California at any time during the Class Period.

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

23 6. The Court appoints and designates: (a) Plaintiff Cassandra Negrete as the Class
24 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class
25 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
26 acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and
27 such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
28 Member may enter an appearance through his or her own counsel at such Class Member's own

expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

7. The Court hereby approves the terms and conditions provided for in the Settlement Agreement.

8. The Court hereby preliminarily approves the Settlement Agreement and the Gross Settlement Amount of \$2,000,000.00, which is to be distributed as follows: (a) up to \$10,000.00 is to be paid to the Class Representative for her Class Representative Enhancement Award, (b) up to \$666,667.00 shall be paid to Class Counsel for attorneys' fees, plus up to \$25,000.00 for reimbursement of litigation costs, (c) up to \$150,000.00 shall be allocated as PAGA penalties (of which 75% (\$112,500.00) shall be paid to the LWDA and 25% (\$37,500.00) shall be paid to the PAGA Members), and (d) the Settlement Administrator shall be paid for its fees and costs relating to the settlement administration process which is expected to not exceed \$12,500.00. The Court further hereby preliminarily approves the Net Settlement Amount and the formulas provided in the Settlement Agreement regarding Individual Settlement Payments.

9. The Court finds that on a preliminary basis the Settlement Agreement appears to be within the range of reasonableness of a settlement, including the amount of the PAGA penalties, Class Representative Enhancement Payment, Class Counsel's fees and costs, Settlement Administration Costs, and the allocation of payments to Participating Class Members, that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that extensive and costly investigation, research, and court proceedings have been conducted so that counsel for the settling parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all settling parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

10. The Final Approval Hearing shall be held before this Court on _____ at

1 10:00 a.m. in Department CX105 of the Superior Court of the State of California, County of Orange
2 to determine all necessary matters concerning the Settlement Agreement, including whether the
3 proposed settlement of the action on the terms and conditions provided for in the Settlement
4 Agreement is fair, adequate, and reasonable and should be finally approved by the Court and
5 whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this
6 same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation
7 costs and the Class Representative's enhancement payment shall also be held.

8 11. The Court hereby approves, as to form and content, the Notice of Proposed Class
9 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as an exhibit to
10 the Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
11 substantially in the manner and form set forth in the Settlement Agreement and this Order meets the
12 requirements of due process and shall constitute due and sufficient notice to all parties entitled
13 thereto.

14 12. The Court appoints and designates Phoenix Settlement Administrators as the
15 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
16 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement
17 Agreement.

18 13. Any Class Member may choose to opt out of and be excluded from the settlement as
19 provided in the Settlement Agreement and Class Notice by following the instructions for requesting
20 exclusion. Any person who timely and properly opts out of the settlement will not be bound by the
21 Settlement Agreement or have any right to object, appeal, or comment thereon. Any Request for
22 Exclusion must be in writing and signed by each such Class Member opting-out and must otherwise
23 comply with the requirements delineated in the Class Notice. Class Members who have not
24 requested exclusion by submitting a valid and timely exclusion request, by the Response Deadline,
25 shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment. The
26 Request for Exclusion, however, shall not exclude any PAGA Member from the PAGA Release.

27 14. Each Class Member who wishes to object to the settlement ("Objecting Class
28 Member") shall have forty-five (45) calendar days from the mailing of the Class Notice, or such

1 number of days as the Court shall specify, within which to postmark a written objection to the
2 settlement for return to the Settlement Administrator. The Notice of Objection must be signed by
3 the Class Member and state: (1) the full name, address, and telephone number of the Class Member;
4 (2) the last four digits of the Class Member's Social Security Number and/or the Employee ID
5 Number; and (3) the basis for the objection. Nonetheless, any Class Member who does not submit a
6 written objection may still appear at the Final Approval Hearing to offer any oral comments
7 regarding the Settlement.

8 15. The Motion for Final Approval shall be filed by the Class Representative no later
9 than sixteen (16) court days before the Final Approval Hearing and served in compliance with CCP
10 notice of motion requirements.

11 16. In the event that the Effective Date occurs, all Participating Class Members and the
12 Class Representative will be deemed to have forever released and discharged the Released Parties
13 from the Released Claims. Also, PAGA Members and the Class Representative will be deemed to
14 have released and discharged the PAGA Release.

15 17. Plaintiff is ordered to give notice of the Order to the LWDA and to Defendants.

16 18. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class
18 and retains jurisdiction to consider all further applications arising out of or connected with the
19 Settlement Agreement.

20 IT IS SO ORDERED.

21
22 DATED: _____
23 HON. RANDALL J. SHERMAN
24 SUPERIOR COURT OF CALIFORNIA
25
26
27
28