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on behalf of themselves and all others similarly situated

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

JESUS DIAZ and HECTOR GARCIA
on behalf of themselves and all others similarly
situated

Plaintiff,

vs.

CAL PLATE, Inc., a California Corporation,
and DOES 1 through 50, inclusive

Defendants

Case No. 20STCV00696

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Elihu M. Berle

DEPT: 6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class action (the
“Action”); and

WHEREAS, Plaintiffs, through an unopposed motion for preliminary approval, has
applied to this Court for an order preliminarily approving the settlement of the Action in
accordance with the Stipulation of Class and PAGA Settlement (hereinafter “Settlement
Agreement”), and any exhibit annexed thereto, which sets forth the terms and conditions for a
proposed settlement and final resolution of the Action upon the terms and conditions set forth

1 therein; and the Court having read and considered the Settlement Agreement and the exhibit
2 annexed thereto;

3 NOW, THEREFORE, IT IS HEREBY ORDERED:

4 1. This Order incorporates by reference the definitions in the final version of the
5 Settlement Agreement which has been filed with the Court and all terms defined therein shall
6 have the same meaning in this Order as set forth in the Settlement Agreement;

7 2. The Court hereby conditionally certifies the Class for settlement purposes only.
8 For the purposes of this settlement, the Class is defined as: all persons who are or were employed
9 by Defendant as non-exempt, hourly-paid employees in California from January 8, 2016 through
10 preliminary approval (the "Class Period"). Should for whatever reason the Settlement not
11 become final, the fact that the Parties were willing to stipulate to class certification as part of the
12 Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a
13 class should be certified in a non-settlement context;

14 3. The Court hereby authorizes the retention of Simpluris as Settlement
15 Administrator for the purpose of this Settlement;

16 4. The Court hereby conditionally finds that James R. Hawkins and Isandra
17 Fernandez of the law firm of James Hawkins, APLC may act as counsel for the Class. The Court
18 further conditionally finds that Plaintiffs Jesus Diaz and Hector Garcia may act as the class
19 representative for the Class;

20 5. The Court hereby preliminarily APPROVES the proposed Notice of Proposed
21 Class Action Settlement (attached as Exhibit A to the Settlement Agreement). The Court further
22 finds that the Class Notice appears to fully and accurately inform the Class Members of all
23 material elements of the proposed Settlement Agreement, of the Class Members' right to be
24 excluded from the Class, and of each Class Member's right and opportunity to object to the
25 Settlement. The Class Notice shall be mailed to the Class Members as set forth in the
26 Settlement Agreement;

27 6. The Court finds on a preliminary basis that the Settlement Agreement appears to
28 be within the range of reasonableness of a settlement that could ultimately be given final

approval by this Court. It appears to the Court on a preliminary basis that the settlement amount 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 further appears that investigation and research have been conducted such that counsel for the Parties, at this time, are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations;

7. The Court orders the following implementation schedule for further proceedings:

Preliminary approval order.	
Deadline for Defendants to provide the Class List to the Settlement Administrator.	_____(within twenty one (21) calendar days after Court Grants Preliminary Approval).
Mail notices to Settlement Class Members.	_____ (within ten (10) business days after Settlement Administrator Receives Class List from Defendant).
Deadline for postmark by registered mail of any Request for Exclusion.	_____ (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	_____ (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).

1	Deadline for Class Counsel to file Motion	_____ 2022
2	for Final Approval of Settlement.	
3	Final Fairness and Final Approval Hearing.	_____ 2022 at

4

5 **IT IS SO ORDERED.**

6 **Dated:** _____

7 _____
8 Hon. Elihu M. Berle
9 Judge of the Los Angeles County Superior Court