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Attorneys for Plaintiff
PATRICK BURNS

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

PATRICK BURNS in his individual and
representative capacities,

Plaintiff,

v.

POWER PARAGON, INC. and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2021-01197621-CU-OE-CXC

Assigned to: Hon. Lon Hurwitz, Dept. CX-103

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

DATE: September 8, 2023
TIME: 1:00 p.m.
DEPT.: CX-103

Case Filed:
Trial Date: None set

The Motion for Preliminary Approval of Class Action Settlement by Patrick Burns (“Plaintiff”) came on for hearing before this Court, the Honorable Lon Hurwitz presiding. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval to the Settlement based on the terms set forth in Class Action Settlement Agreement (“Agreement”). This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

2. The Settlement provides for Defendant Power Paragon, Inc.

3. (“Defendant”) to pay the Gross Settlement Amount of Six Hundred Thousand Dollars (\$600,000). The Court preliminarily finds that the Settlement is fair, adequate, and reasonable to the Class, and preliminarily approves the terms of the settlement. This preliminary approval is subject to the objections of Class Members and final review by the Court.

4. Final Approval Hearing shall be held before this Court on _____ at 1:30 p.m. in Department CX-103 of the Superior Court of the State of California for the County of Orange, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment to the Plaintiff, and Settlement Administration Expenses. The motion for final approval and the motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days before the Final Approval Hearing.

5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of the Class for settlement purposes only. This stipulation will not be deemed

admissible in this or any other proceeding should this Settlement not become final. Whether or not the settlement is finally approved, neither the Agreement, nor any document, statement, proceeding or conduct related to the Agreement may be admitted in any proceeding as an admission by Defendant or any of the Released Parties, Plaintiff, or any person within the definition of the Class.

6. For settlement purposes only, the Court certifies the following Class: “All current and former Field Service Engineers (which includes individuals who held the following positions: Principal Field Service Engineer II/Senior Specialist Field Engineering; Specialist, Field Engineering/Principal Field Engineer; Senior Associate Field Engineering/Field Engineer) Employed by Power Paragon, Inc. from April 28, 2017 to through the date of preliminary approval.”

7. The Court preliminarily approves Plaintiff as the representative of the Class. The Court preliminarily approves Law Offices of Corbett H. Williams as counsel for the Class (“Class Counsel”).

8. The Agreement provides for an attorney’s fees award not to exceed one-third 1/3 of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and proposed Class Representative Service Payments to Plaintiff in an amount not to exceed \$15,000. While these awards appear to be within the range of reasonableness, the Court will not approve the amount of attorney’s fees and costs until the Final Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative Service Payment until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

9. The Court hereby approves, as to form and content, the Class Notice attached as Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

1 10. The Court hereby approves on a preliminary basis the Gross Settlement Amount as
2 provided for in the Agreement. It appears to the Court on a preliminary basis that the settlement
3 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
4 balanced against the probable outcome of further litigation relating to liability and damages issues.
5 It further appears that investigation and research have been conducted such that counsel for the
6 Parties at this time are able to reasonably evaluate their respective positions. It further appears to
7 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well
8 as avoid the delay and risks that would be presented by the further prosecution of the Action. It
9 further appears that the Settlement has been reached as the result of intensive, serious and non-
10 collusive, arms-length negotiations before an experienced mediator.

11 11. The Court hereby appoints Phoenix Settlement Administrators as Settlement
12 Administrator. Within 21 days of this Order, Defendant will provide to the Settlement
13 Administrator an electronic database containing each Class Member's Class Data. No event later
14 than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class
15 Notice Packets to all Class Members via first-class regular U.S. Mail to their last known address.

16 12. Any Class Member may choose to opt out of and be excluded from the Class as
17 provided in the Class Notice by following the instructions for requesting exclusion from the Class
18 that are set forth in the Class Notice. All requests for exclusion must be submitted within forty-
19 five (45) days from the date the Class Notice is first mailed. Any written request to opt out must
20 comply with the instructions in the Class Notice and be signed by each such person opting out.
21 Class Members who have not validly requested exclusion shall be bound by all determinations of
22 the Court, the Agreement, and the Judgment.

23 13. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express their views regarding the Settlement, and may present evidence and file
25 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
26 the Court as provided in the Class Notice. Class Members will have forty-five (45) days from the
27 date the Class Notices are mailed to postmark their written objections to the Settlement

1 Administrator. Class Members who fail to timely submit objections in the manner specified above
2 shall be deemed to have waived any objections and shall be foreclosed from making any written
3 objection (whether by appeal or otherwise) to the Settlement. Class Members who fail to timely
4 submit a written objection may still appear at the Final Approval Hearing to present his or her
5 objection to the settlement orally.

6 14. Any Class Member whose Notice is returned because of an incorrect address and is
7 thereafter re-mailed by the Settlement Administrator, shall have an additional 10 days to request
8 exclusion from the Settlement or submit a written objection to the Settlement Administrator.

9 15. The Settlement is not a concession or admission, and shall not be used against
10 Defendant as an admission or indication with respect to any claim of any fault or omission by
11 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
14 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendant of any liability,
16 fault, wrongdoing, omission, concession, or damage.

17 16. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement.

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1 17. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members, and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 IT IS SO ORDERED.

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7 DATED: _____

Hon. Lon Hurwitz
Judge of the Superior Court