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

ROBERT DELL, an individual, on behalf of
himself and others similarly situated,

PLAINTIFF,

v.

NRC ENVIRONMENTAL SERVICES INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. RG21114398

[Case Assigned for All Purposes to Hon.
Evelio Grillo, in Dept. 21]

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

Date: March 1, 2023

Time: 10:00 a.m.

Dept.: 21

Reservation ID: 932497687913

Trial Date: None Set

Complaint Filed: September 30, 2021

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement
2 Agreement and Class Notice (“Agreement”), a copy of which is attached as to the Declaration of
3 Kelsey M. Szamet as Exhibit “1”, came before this Court on March 1, 2023. The Court, having
4 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the Agreement and the Class based upon
7 the terms set forth in the Agreement filed herewith. The Settlement is fair, adequate, and
8 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
9 length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to
10 persons in the Class and a full hearing on the final approval of the Settlement.

11 2. “Class” means all of Defendant’s current and former non-exempt employees in the
12 state of California from September 30, 2017 through September 24, 2022.

13 3. The “Class Settlement Period” means the period from September 30, 2017 to
14 September 24, 2022.

15 4. “Aggrieved Employee” or “PAGA Member” means all of Defendant’s current and
16 former non-exempt employees in the State of California from September 30, 2020 through
17 September 24, 2022.

18 5. The “PAGA Settlement Period” means the period from September 30, 2020
19 through September 24, 2022.

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

23 7. The Court makes the following preliminary findings for settlement purposes
24 only:

- 25 A. The Class, which consists of approximately 179 persons, is so numerous
that joinder of all members is impracticable;
- 26 B. There appear to be questions of law or fact common to the Class for
27 purposes of determining whether this Settlement should be approved;
- 28 C. Plaintiff’s claims appear to be typical of the claims being resolved through
the proposed settlement;

1 D. Plaintiff appears to be capable of fairly and adequately protecting the
2 interests of the Class Members in connection with the proposed settlement;

3 E. Common questions of law and fact appear to predominate over questions
4 affecting only individual persons in the Class. Accordingly, the Class
appears to be sufficiently cohesive to warrant settlement by representation;
and

5 F. Certification of the Class appears to be superior to other available methods
6 for the fair and efficient resolution of the claims of the Class.

7 8. The Court approves, as to form and content, the Notice to Class Members in
8 substantially the form attached to the Agreement as “Exhibit A”.

9 9. The Court approves the procedure for Class Members to object to the Settlement as
10 set forth in the Class Notice to Class Members.

11 10. The Court approves the procedure for Class Members to become Participating Class
12 Members as set forth in the Notice to Class Members.

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

19 12. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

20 13. The Court confirms the named Plaintiff in the operative complaint in the Action as
21 the Class Representative.

22 14. The Court approves Phoenix as the Administrator.

23 15. The Court orders that pursuant to the California Private Attorneys General Act,
24 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement has been and will
25 continue to be given to the Labor & Workforce Development Agency.

26 16. The Court orders the following Implementation Schedule for further proceedings:
27
28

a.	Preliminary Approval	_____
b.	Deadline for Defendant to Provide Class Data to Administrator	15 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Opt-Out	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On February 3, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Jason Geller, Esq.

Nathan Low, Esq.

Abby Harrington, Esq.

jgeller@fisherphillips.com

nlow@fisherphillips.com

aharrington@fisherphillips.com

lhamann@fisherphillips.com

nlarios@fisherphillips.com

FISHER & PHILLIPS LLP

1 Montgomery Street, Suite 3400

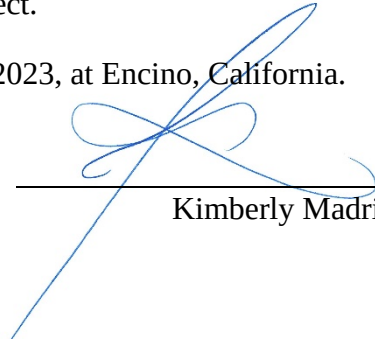
San Francisco, CA 94104

[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 3, 2023, at Encino, California.



Kimberly Madrid