

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 Nicholas Rosenthal (State Bar No. 268297)
4 **DIVERSITY LAW GROUP, P.C.**
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 (213) 488-6555
8 (213) 488-6554 facsimile
9 lwlee@diversitylaw.com
10 kagnew@diversitylaw.com
11 nrosenthal@diversitylaw.com

7 Kelsey A. Webber (State Bar No. 303721)
8 Kelsey.Webber@WebberLawGroup.com
9 Shaelyn A. Stewart (State Bar No. 335149)
10 Shaelyn.Stewart@webberlawgroup.com
11 **WEBBER LAW GROUP**
12 333 University Ave, Suite 200
13 Sacramento, California 95825
14 Telephone: (916) 588-0683

12 Attorneys for Plaintiff and the Class

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SACRAMENTO**

17 AMY OROZCO, as an individual and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 BETTS COMPANY, a California
22 corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: 34-2021-00309846

(Assigned to the Hon. Lauri A. Damrell, Dept. 28)

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

Date: May 5, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No.: 2713039

Complaint Filed: October 15, 2021

FAC Filed: December 27, 2021

SAC Filed: March 9, 2022

Trial Date: Not Set

FILED/ENDORSED

JUL 14 2023

By: V. Aleman
Deputy Clerk

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

BY FAX



1 Plaintiff Amy Orozco's ("Plaintiff") application for an Order Granting Plaintiff's Motion
2 for Preliminary Approval of Class Action Settlement was filed with the Court on April 13, 2023,
3 and a hearing was held before this Court on May 5, 2023.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement and
5 Release ("Stipulation" or "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 Defendant Betts Company ("Defendant") filed herewith. The Settlement Agreement
9 appears to be fair, adequate, and reasonable to the Class.

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
12 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
13 defined below and in the Settlement Agreement).

14 3. The Court hereby conditionally certifies the following Class for settlement
15 purposes only: all current and former non-exempt employees of Defendant in the State of
16 California who were paid "Opt-Out OT" wages and/or who received Opt-Out wages or other
17 bonuses in the same pay period as a meal/rest period premium and/or paid sick leave wages
18 anytime during the Class Period (the period from May 21, 2020, through October 31, 2022).

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

23 4. The Court appoints and designates: (a) Plaintiff Amy Orozco as the Class
24 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
25 Law Group, P.C. and Kelsey A. Webber and Shaelyn A. Stewart of Webber Law Group as Class
26 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
27 acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and
28 such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any

1 Class Member may enter an appearance through his or her own counsel at such Class Member's
2 own expense. Any Class Member who does not enter an appearance or appear on his or her own
3 behalf will be represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised by Class Members. It appears to the Court on a preliminary basis that the settlement is
9 fair, adequate, and reasonable as to all potential Class Members when balanced against the
10 probable outcome of further litigation relating to liability and damages issues. It also appears that
11 substantial investigation and research have been conducted so that counsel for the Settling
12 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
13 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
14 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
15 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
16 arm's length negotiations facilitated by an experienced and neutral mediator.

17 6. A Final Approval Hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
19 to Class Counsel, settlement administration payment to the Settlement Administrator, payment to
20 the Labor Workforce & Development Agency, payment to Aggrieved Employees, and Class
21 Representative enhancement payment should be finally approved as fair, reasonable, and
22 adequate as to the members of the Class is hereby set for October 27, 2023 at
23 9:00 am in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Notice Packet") to be sent to Class Members, which is attached as **Exhibit A** to the
26 Settlement Agreement. The Court finds that distribution of the Notice Packet to Class Members
27 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
28 the requirements of due process and shall constitute due and sufficient notice to all parties

1 entitled thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
4 approved Notice Packet to Class Members using the procedures set forth in the Settlement
5 Agreement.

6 9. Any Class Member may choose to opt out of and be excluded from the Settlement
7 as provided in the Settlement Agreement and Notice Packet, and by following the instructions
8 for requesting exclusion. Any person who timely and properly opts out of the Settlement will not
9 be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon,
10 with the exception of the Released PAGA Claims, for which there is no opt out. Any requests for
11 exclusion must be in writing and signed by each such Class Member opting out and must
12 otherwise comply with the requirements delineated in the Notice Packet. Class Members who
13 have not requested exclusion by submitting a valid and timely request by the deadline shall be
14 bound by all determinations of the Court, the Settlement Agreement, and Judgment.

15 10. Any Class Member may object to the Settlement Agreement or express his or her
16 views regarding the Settlement Agreement and may present evidence and file briefs or other
17 papers that may be proper and relevant to the issues to be heard and determined by the Court as
18 provided in the Notice Packet.

19 11. The Motion for Final Approval shall be filed by the Class Representative no later
20 than sixteen (16) court days before the Final Approval Hearing.

21 12. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Settlement Agreement without further notice to the
23 Class, and retains jurisdiction to consider all further applications arising out of or connected with
24 the Class Settlement Agreement.

25 **IT IS SO ORDERED.**

26
27 DATED: 7/14/23

28 
HON. LAURI A. DAMRELL
SUPERIOR COURT OF CALIFORNIA