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Attorneys for Plaintiffs PRISCILLA AGUILAR, JULIAN HARO, JUAN MADERA, and
RICHARD NUNEZ on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PRISCILLA AGUILAR, JULIAN HARO,
JUAN MADERA, and RICHARD NUNEZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

OWENS-BROCKWAY GLASS CONTAINER,
INC., a Delaware Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 21STCV33017

Assigned for All Purposes:
Hon. Yvette M. Palazuelos

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

Hearing Information

Date: August 24, 2023
Time: 10:00 a.m.
Dept: 9

Complaint Filed: September 8, 2021
Trial Date: None set

1 Plaintiffs Priscilla Aguilar, Julian Haro, Juan Madera, and Richard Nunez's ("Plaintiffs")
2 motion for an order preliminarily approving the class and Private Attorneys General Act ("PAGA")
3 action settlement; provisionally certifying a class for settlement purposes only; directing
4 distribution of the notice to the Class; and scheduling a final approval hearing, came on for hearing.

5 The Court has considered the moving papers, all admissible evidence, including the Joint
6 Stipulation of Class Action Settlement and Release of Claims (the "Settlement Agreement")
7 executed by the Parties, and all other papers filed in this action. The matter having been submitted
8 and good cause appearing therefore, the Court orders as follows:

9 1. All defined terms contained herein shall have the same meanings as set forth in the
10 Settlement Agreement.

11 2. The Court finds that on a preliminary basis the Settlement appears to be within the
12 range of reasonableness of a settlement, including the Gross Settlement Amount, PAGA Payment
13 including the LWDA Payment, Plaintiffs' incentive payments, Class Counsel's attorneys' fees and
14 costs, Settlement Administrator's costs of administration, and the allocation of payments to the
15 Class, that could ultimately be given final approval by this Court. It appears to the Court, on a
16 preliminary basis, that the settlement is fair, adequate, and reasonable as to all potential Class
17 Members when balanced against the probable outcome of further litigation relating to liability and
18 damages issues.

19 3. The Court hereby conditionally certifies the following Class: "all persons who are
20 employed or have been employed by Defendant in California as hourly-paid or non-exempt
21 employees at any time during the time period from March 8, 2017 through April 30, 2023."

22 4. The Court preliminarily appoints and designates:

- 23 a. Plaintiffs Priscilla Aguilar, Julian Haro, Juan Madera, and Richard Nunez as the
24 Class Representatives;
25 b. James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of the law firm of
26 James Hawkins APLC as Class Counsel for the Class; and
27 c. CPT Group, Inc. as the Settlement Administrator.

28 5. Class Counsel is authorized to act on behalf of the Class with respect to all acts or

1 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
2 other acts reasonably necessary to finalize the Settlement and its terms. Any Class Member may
3 enter an appearance through his or her own counsel at such Class Member's own expense. Class
4 Counsel will represent any Class Member who does not enter an appearance or appear on his or her
5 own behalf.

6 6. It appears that extensive and costly investigation, research and court proceedings
7 have been conducted so that counsel for both parties were able to reasonably evaluate their
8 respective positions. It appears to the Court that settlement at this time will avoid substantial
9 additional costs by all parties involved in the litigation, as well as avoid the delay and risks that
10 would be presented by the further prosecution of the litigation.

11 7. It also appears that settlement has been reached as a result of serious and non-
12 collusive, arm's-length negotiations facilitated by an experienced mediator.

13 8. Therefore, the Court hereby preliminarily approves the Settlement, which provides
14 for:

- 15 a. The payment of the Gross Settlement Amount of Three Million Seven Hundred
16 Thousand Dollars (\$3,700,000.00) to be paid by Defendant Owens-Brockway Glass
17 Container, Inc. ("Defendant"), without reversion, in full satisfaction of all claims
18 arising from the action, which includes all Individual Settlement Payments to the
19 Settlement Class Members, employee's share of all state and federal payroll taxes,
20 the Incentive Payments to Plaintiffs as Class Representatives, costs of
21 administration to the Settlement Administrator, attorneys' fees and costs to Class
22 Counsel, and the PAGA Payment.
- 23 b. The payment of the settlement administration costs to the Settlement Administrator,
24 estimated to be approximately \$15,000.00.
- 25 c. The payment of the Incentive Payment in the amount of up to \$15,000.00 to each
26 Plaintiff, as Class Representatives, for their services to the Class.
- 27 d. The payment of \$1,295,000 as attorneys' fees, and up to \$25,000.00 as reasonable
28 litigation costs to James Hawkins APLC, as Class Counsel.

1 e. The payment of the PAGA Payment in the amount of \$300,000.00 as settlement of
2 the PAGA claims alleged in the action. 75% (\$225,000) of this amount will be paid
3 to the LWDA and 25% (\$75,000) will be distributed to the PAGA Members as
4 penalties.

5 9. The Court hereby approves, as to form and content, the Notice of Class Action
6 Settlement (“Settlement Notice”), attached as **Exhibit A** to the Settlement Agreement.

7 10. The Court preliminarily approves the distribution and calculation of the Individual
8 Settlement Payments to Class Members who do not submit a valid and timely request for
9 exclusion, as provided in the Settlement Notice.

10 11. The Court finds the distribution of the Settlement Notice to the Class substantially
11 in the manner and form set forth in the Settlement and in this Order meets the requirements of due
12 process and shall constitute due and sufficient notice to all persons entitled thereto.

13 12. The Court hereby directs Defendant to provide the Settlement Administrator within
14 30 days from the date of this Order with the Class Data, as described in the Settlement Agreement.

15 13. The Court hereby directs the Settlement Administrator to provide the approved
16 Settlement Notice to the Settlement Class within 30 days after it receives the Class Data, in the
17 manner described in the Settlement Agreement.

18 14. Any Class Member may choose to be excluded from the Settlement as provided in
19 the Settlement and Settlement Notice and by following the instructions for requesting exclusion in
20 the Settlement Notice.

21 15. Any Class Member who timely and properly requests to be excluded from the
22 Settlement will not be bound by the Settlement or have any right to comment, object, or appeal
23 thereon.

24 16. Any request for exclusion must be signed by such Class Member and must
25 otherwise comply with the requirements delineated in the Settlement Notice.

26 17. Class Members who do not request exclusion by submitting a valid and timely
27 written request for exclusion shall be bound by all determinations of the Court, the Settlement and
28 the final judgment.

18. Any Class Member who has not submitted a timely and proper request for exclusion may object to the Settlement or express his or her views regarding the Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Settlement Notice.

19. A final approval hearing shall be held before this Court on _____ at _____ a.m, in Department 9, 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 and whether a Judgment, as provided in the Settlement Agreement, should be entered against Defendant. At this time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs, and the Class Representative incentive payment shall also be held.

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

Deadline for Defendant to provide Class Data to Settlement Administrator	Within 30 calendar days following entry of the Court's Order granting preliminary approval
Deadline for Settlement Administrator to send the Settlement Notice to the Class Members	Within 30 calendar days following receipt of the Class Data from Defendant
Deadline to request exclusion from the Settlement or submit objections	No later than 60 calendar days after the postmark date of the initial mailing of the Settlement Notice
Deadline for the Settlement Administrator to submit declaration of compliance	No later than 20 business days prior to the Final Fairness Hearing
Final Approval Hearing Date	_____, 2023 at _____ a.m.

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1 21. The Court reserves the right to adjourn or continue the date of the hearing on the
2 Motion for Final Approval and all dates provided for in the Settlement without further notice to the
3 Class, and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement.

5 **IT IS SO ORDERED.**

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7 Dated:

8 HON. YVETTE M. PALAZUELOS
9 JUDGE OF THE SUPERIOR COURT
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