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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

ROBERT LEWIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

IMERYS FILTRATION MINERALS, INC., a
Delaware corporation; IMERYS
PERFORMANCE MINERALS AMERICAS,
INC., a Delaware corporation; and DOES 1
through 100,

Defendants.

Case No.: 22CV04874

*[Assigned for all purposes to the Hon. Jed
Beebe; Dept. 4]*

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

Date: April 20, 2023
Time: 8:30 a.m.
Dept.: 4

Action Filed: December 8, 2022
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Robert Lewis for Preliminary Approval of Class Action
3 Settlement came regularly for hearing before this court on April 20, 2023, at 8:30 a.m. The Court,
4 having considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the
5 memorandum of points and authorities in support thereof, and supporting declarations filed
6 therewith; having considered the proposed Settlement Agreement ("Settlement Agreement" or
7 "Settlement"), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed concurrently
8 with the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of
11 a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.

12 2. The Court preliminarily approves the terms of the Settlement Agreement and finds
13 that they fall within the range of approval as fair, adequate and reasonable. Based on a review of
14 the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms'-length
15 negotiations conducted after Plaintiff and/or Plaintiff's counsel adequately investigated the claims
16 and became familiar with the strengths and weaknesses of the claims. The assistance of an
17 experienced mediator in the settlement process supports the Court's conclusion that the
18 Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only
19 to any objections that may be raised pursuant to the terms of the Settlement Agreement.

20 3. For purposes of the Settlement only, the Court finds that the proposed Settlement
21 Class is ascertainable and that there is a sufficiently well-defined community of interest among
22 the members of the Settlement Class in questions of law and fact. Therefore, for settlement
23 purposes only, the Court grants conditional certification of the following Settlement Class:

24
25 All current and former non-exempt employees who worked for Defendants
26 IMERYYS Filtration Minerals, Inc. and IMERYYS Performance Minerals Americas,
27 Inc. (collectively, "Defendants") in California at any time during November 12,
28 2017 to December 31, 2022 (the "Class Period").

4. For purposes of the Settlement, the Court designates named Plaintiff Robert Lewis

as the Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

5. The Court designates CPT Group, Inc. as the third-party Settlement Administrator for mailing notices.

6. The Court approves, as to form and content, the Notice of Class Action Settlement (“Class Notice”) and the Notice of Individual Settlement Award (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of Matthew K. Moen.

7. The Court finds that the form of notice to the Class Members regarding the pendency of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Class Members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

9. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member’s objection to the Settlement, in accordance with the due process rights of all Class Members.

10. The Court directs the Settlement Administrator to mail the Notice Packet to the Class Members in English and Spanish, in accordance with the terms of the Settlement.

11. The Class Notice shall provide at least 60 calendar days’ notice for Class Members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on _____, 2023 at _____ a.m. / p.m. in Department 4 of this Court, located at 312 East Cook Street, Building E, Santa Maria, CA 93454. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members. The

Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for a Class Representative Service Award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and attorneys' fees and costs to Plaintiff's counsel should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for a Class Representative Service Award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and attorneys' fees and costs to Plaintiff's counsel prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on April 20, 2023):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	May 5, 2023
Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than:	May 19, 2023
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	July 18, 2023
Deadline for Plaintiff to file the Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	☐ August 17, 2023 at ____ a.m./p.m. ☐ _____, 2023

1 16. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

4 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
5 in connection with the administration of the Settlement which are not materially inconsistent with
6 either this Order or the terms of the Settlement.

7 18. In the event the Settlement is not finally approved, or otherwise does not become
8 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
9 void and shall be vacated, and the parties shall revert to their respective positions as of before
10 entering into the Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____, 2023

Honorable Jed Beebe
Judge of the Superior Court