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ALFREDO BETANCOURT, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

(UNLIMITED JURISDICTION)

ALFREDO BETANCOURT, on behalf of
himself, all others similarly situated, and
the general public, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

L3 TECHNOLOGIES, INC.; and DOES 1 to
25, inclusive,

Defendant(s).

Case No.: 23-CIV-05704

[Assigned for all purposes to The Honorable
Jeffrey R. Finnigan, Dept. 24]

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

Action filed:	December 1, 2023
Hearing Date:	November 22, 2024
Hearing Time:	2:00 p.m.
Hearing Dept:	24, Hon. Jeffrey R. Finigan

1 Plaintiff Alfredo Betancourt's ("Plaintiff") unopposed Motion for Preliminary Approval
2 of Joint Stipulation of Class Action and PAGA Settlement was scheduled for hearing before the
3 Court on November 22, 2024, at 2:00 p.m., before the Honorable Jeffrey R. Finigan, Judge
4 presiding.

5 The Court, having considered the Stipulation and Settlement of Class Action and PAGA
6 Claims ("Settlement"), executed by the Parties on October 8, 2024 and attached as Exhibit 1 to
7 the Declaration of Harout Messrelian filed on October 25, 2024, and the exhibits attached
8 thereto; having considered Plaintiff's Unopposed Motion for Preliminary Approval of Class
9 Action Settlement, memorandum of points and authorities, supporting declarations filed
10 therewith, and good cause appearing thereto, HEREBY ORDERS THE FOLLOWING:

11 1. The Court grants preliminary approval of the Settlement and the Class based
12 upon the terms set forth in the Settlement filed previously. All capitalized terms used herein
13 shall have the same meaning as defined in the Settlement. The Court has determined there is
14 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
15 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
16 appears to be presumptively valid, subject only to any objections that may be raised at the final
17 hearing and final approval by this Court. The Court will make a determination at the Final
18 Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.

19 2. For purposes of this Order, the "Class" or "Class Members" is defined as
20 follows:
21

- 22 a. All current and former hourly, non-exempt employees who worked for
23 Defendant at any time during the period beginning January 31, 2021 and
24 ending on the date that the Court grants preliminary approval of the
Settlement; and
- 25 b. All current and former hourly, non-exempt employees who worked for
26 Defendant's Sylmar, CA facility at any time during the period of August 27,
2018 to December 31, 2021; and
- 27 c. All current and former hourly, non-exempt employees who worked for
28 Defendant's Anaheim and Gardena, CA facilities at any time during the
period beginning October 5, 2019 and ending on the date that the Court
grants preliminary approval of the Settlement.

1 The Class is preliminarily certified for settlement purposes only.

2 3. The Court hereby preliminarily finds that the Settlement was the product of
3 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
4 making this preliminary finding, the Court considered the nature of the claims set forth in the
5 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
6 allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a
7 compromise of the Parties' respective positions. The Court further preliminarily finds that the
8 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
9 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
10 Settlement was entered into in good faith.

11 4. The Court finds that the dates set forth in the Settlement for mailing and distribution
12 of the Class Notice meet the requirements of due process and provide the best notice practicable
13 under the circumstances, and constitute due and sufficient notice to all persons entitled thereto,
14 and directs the mailing of the Class Notice by first class mail to the Class as set forth in the
15 Settlement. Accordingly, the Court orders the following implementation schedule for further
16 proceedings:

17 a. Within forty five (45) calendar days following the date of this Preliminary
18 Approval Order, Defendant shall provide CPT Group, Inc., the appointed Settlement
19 Administrator, the Class List with the following information about each Class Member: name,
20 last known home or mailing address, Social Security number or, as applicable, other taxpayer
21 identification number, the number of Qualifying Workweeks worked during the Class Period
22 (calculated by Defendant and sent to the Settlement Administrator), and the number of
23 Qualifying Pay Periods worked during the PAGA Period

24 b. Within ten (10) calendar days after the receipt of the Class List, the
25 Settlement Administrator shall mail the court approved Class Notice to all Class Members
26 pursuant to the terms of the Settlement, by First Class regular U.S. mail. The Class Notice will
27 include a calculation of each Class Member's estimated share of the Net Settlement Amount.
28

1 Prior to mailing, the Settlement Administrator will perform a search based on the National
2 Change of Address Database for information to update and correct any known or identifiable
3 address changes.

4 d. Within forty-five (45) calendar days following the mailing of the Class
5 Notice, all requests to be excluded from the Settlement must be returned to the Settlement
6 Administrator postmarked by U.S. Mail, as set forth in the Settlement. Those Class Members
7 who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar days from the
8 date of re-mailing or (b) or forty-five (45) days from the date of the initial mailing, whichever is
9 later, to submit a Request for Exclusion. The Settlement Administrator shall file a declaration
10 concurrently with the filing of any motion for final approval of the Settlement authenticating a
11 copy of every Request for Exclusion received by the Settlement Administrator.

12 e. Within forty-five (45) calendar days following the mailing of the Class
13 Notice, all written objections to the Settlement should be mailed to the Settlement Administrator
14 and should state the basis for the objection. Those Class Members who receive a re-mailed Class
15 Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) or forty-
16 five (45) days from the date of the initial mailing, whichever is later, to submit an objection to
17 the Settlement. The Settlement Administrator shall forward a copy of the objection to counsel for
18 the parties within three (3) business days of receipt. The Settlement Administrator shall file a
19 declaration concurrently with the filing of any motion for final approval of the Settlement
20 authenticating a copy of every Notice of Objection received by the Settlement Administrator.
21 The Court will consider any written or oral objections or comments from Class Members at the
22 time of the Final Approval Hearing, as set forth in the Class Notice. Class Members may appear
23 at the final approval hearing to be heard on their objections, even if they have not previously
24 served a written objection.
25

26 5. The Court approves, as to form and content, the Notice of Class Action Settlement,
27 attached as Exhibit A to this Order. The Court also approves the procedure for members of the
28 Class to object to the Settlement set forth in the Class Notice.

6. The Court approves, for settlement purposes only, Harout Messrelian and Maralle Messrelian of Messrelian Law Inc. as Class Counsel.

7. The Court approves, for settlement purposes only, Plaintiff Alfredo Betancourt as the Class Representative.

8. The Court approves CPT Group, Inc. as the Settlement Administrator and orders CPT Group, Inc. to perform the duties described in Paragraph 4 and its subparts.

9. A Final Approval Hearing shall be held at _____ a.m./p.m. on _____, 2025 in Department 24 of the Superior Court for the State of California, County of San Mateo, located at 400 County Center, Redwood City, CA 94063, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred and the Incentive Award. All briefs and materials in support of the Motion for an Order of Final Approval and Judgment and Application for Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final approval hearing.

10. If for any reason the Court does not execute and file an Order of Final Approval and Judgment, or if the Final Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this Order, and all evidence 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 Settlement.

11. The Court expressly reserves the right to adjourn or continue the Fairness Hearing from time to time without further notice to members of the Class. The Settlement Administrator shall give prompt notice of any continuance to Class Members who object to the Settlement.

IT IS SO ORDERED.

Date: _____, 2024

Honorable Jeffrey R. Finnigan
Judge of the San Mateo County Superior Court