

1 **MELMED LAW GROUP P.C.**
Jonathan Melmed (SBN 290218)
2 jm@melmedlaw.com
3 Laura Supanich (SBN 314805)
lms@melmedlaw.com
4 Michiko Vartanian (SBN 323979)
mv@melmedlaw.com
5 1801 Century Park East, Suite 850
Los Angeles, California 90067
6 Phone: (310) 824-3828
7 Fax: (310) 862-6851

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 10 2024

BY:  Ashley Cassel, Deputy

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SAN BERNARDINO

11 AARON VANDERPOOL, an individual, on
12 behalf of himself, the State of California, as a
13 private attorney general, and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 v.

17 SEARLES VALLEY MINERALS, a Delaware
18 corporation; and DOES 1 TO 50,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case Number: CIVSB2200817

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 10, 2024

Time: 8:30 a.m.

Dept.: Dept. S26

Judge: Hon. Jessica L. Morgan

Date Filed: March 1, 2022

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement came
2 before this Court on May 10, 2024, in Department S26, the Honorable Jessica L. Morgan
3 presiding. The Court having considered the papers submitted in support of the application of the
4 Parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Joint Stipulation of Class Action and PAGA Representative Action
7 Settlement (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed
8 in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. All terms used
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth
10 in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
11 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$1,000,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of **\$7,500.00**;
- 14 c. Court approval of attorneys' fees to Class Counsel of up to **\$333,333.33**, representing
15 one-third of the Gross Settlement Amount;
- 16 d. Litigation costs and expenses of up to **\$15,000.00**;
- 17 e. Fees and Costs of the Settlement Administrator of up to **\$25,000.00**;
- 18 f. A PAGA allocation of \$100,000.00, with **\$75,000.00** (*i.e.*, 75%) payable to the
19 California Labor & Workforce Development Agency for its portion of the PAGA penalties.

20 2. The Court has considered the papers in support of the Motion and the Settlement
21 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
22 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
23 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
24 the claims of the Class Representative are typical of the claims of the proposed Class Members; (e)
25 Class Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
26 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is

1 superior to individual litigation because common issues predominate over individual issues for
2 settlement purposes.

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

6 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
7 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
8 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
9 time set forth in the Implementation Schedule.

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The Court
12 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
13 Settlement as set forth in the Settlement Agreement.

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

19 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
20 only.

21 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
22 defined as follows: All current and former non-exempt, hourly-paid employees employed by Defendant
23 in California at any time during the Class Period. The Class Period is defined as January 12, 2018, to
24 December 31, 2023.

25 9. All Settlement Class members who do not timely opt out will release any and all claims
26 directly related to or arising out of the factual allegations pled in the operative pleading in the Lawsuit,
27 including all claims that have been or could have been pled as wage and hour violations and related
28

penalties and interest under California law, including all claims made and that could have been made in such pleading directly related to or arising out of the factual allegations therein during the Class Period. The Released Claims include any and all claims directly related to or arising out of the factual allegations pled in the operative pleading in the Lawsuit, including all claims that have been or could have been pled as wage and hour violations and related penalties and interest under California law, including all claims made and that could have been made in such pleading directly related to or arising out of the factual allegations therein during the Class Period. The Released Claims include but are not limited to claims for **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); **(11)** violation of the Fair Credit Reporting Act (15 U.S.C. § 1681B(B)(2)(A)); **(12)** violation of the Investigative Consumer Reporting Agencies Act (Civil Code § 1786 *et seq.*); **(13)** violation of the Consumer Credit Reporting Agencies Act (Civil Code § 1785 *et seq.*); and **(14)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

10. The Court confirms Aaron Vanderpool as Class Representative, and Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or admirative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 21 days after Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days after Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to Submit Any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to File Declaration of Due Diligence and Proof of Mailing	[30 days prior to Motion for Final Approval due date]
f.	Deadline for Class Counsel to File Motion for Final Approval of Settlement, Including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]

1		
2	g. Final Approval and Fairness Hearing (the	<u>November 14</u> , 2024 at <u>8:30</u>
3	Court's first available date after September	<u>a.m./p.m.</u>
4	15, 2024)	
5		

6

7 14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court

8 holiday, the time to act shall be extended to the next business day.

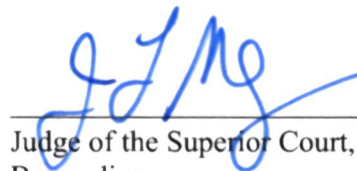
9 15. The Court shall retain jurisdiction over the Action for all purposes to California Rule of

10 Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

11 **IT IS SO ORDERED.**

12

13 Dated: 5/10/24

14  Jessica L. Morgan

15 Judge of the Superior Court, County of San

16 Bernardino

17

18

19

20

21

22

23

24

25

26

27

28