

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

PETER RODARTE, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WRIGHT BUSINESS GRAPHICS CA, a
California Limited Liability Company;
WRIGHT BUSINESS GRAPHICS LLC,
an Oregon Limited Liability Company;
ENNIS, INC., a Texas Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2206705
*[Assigned to Hon. David Cohn, Dept S26, for all
purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed and read the Class and PAGA Action Settlement Agreement and
2 Release of Claims (the “Settlement Agreement”) between Peter Rodarte (“Plaintiff”) and Wright
3 Business Graphics CA, Wright Business Graphics LLC, and Ennis, Inc. (“Defendants”)
4 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
5 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
6 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
7 HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Class, for settlement purposes only:

20 All current or former non-exempt employees who worked for Defendants within
21 California at any time during the Class Period (which is March 25, 2018, through June
22 15, 2023).

23 3. Additionally, the Aggrieved Employees (aka “PAGA Members”) are defined to
24 include: “All current or former non-exempt employees who worked for Defendants within
25 California at any time during the PAGA Period (which is March 25, 2021, through June 15,
26 2023).”

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Peter Rodarte as Class
4 Representative, and Brian Mankin and Misty Lauby as Class Counsel.

5 6. The Court approves ILYM Group to act as the Administrator.

6 7. The Court approves, as to form and content, the Notice and finds that the Notice
7 satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly
8 apprises the Class Members of the terms of the final approval hearing date, the proposed
9 settlement terms and of their options, including: (1) the nature of the action, the definition of the
10 Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Plaintiff's and
11 Class Counsel's applications for the Class Representative Service Payment, and Class Counsel's
12 request for attorneys' fees and costs; (3) a formula used to determine the Class Member's
13 estimated Individual Class Payment and Individual PAGA Payment; (4) Class Members' rights
14 to appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
15 request if a Class Member wishes to do so; and (6) how to obtain additional information
16 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
17 typographical errors and make clarifications, to the extent the same are found or needed, so long
18 as such corrections do not materially alter the substance of the documents.

19 8. The Court approves the procedure for Class Members to participate in, request
20 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
21 and the Notice.

22 9. The Court finds that the deadlines and method set forth in the Settlement
23 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
24 notice practicable under the circumstances, constitute due and sufficient notice to all persons
25 entitled to notice, and otherwise satisfy the requirements of California law and due process.

26 10. The Court directs the Administrator to perform address verification measures and
27 mail the Notice by first class mail to the Class Members not later than 10 days after it receives
28 the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the

Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

11. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until thirty days (30) days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

12. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

13. The following dates shall govern for purposes of this settlement:

July 31, 2023	Preliminary Approval (PA) hearing
August 31, 2023 <i>31 days after PA</i>	Deadline for Administrator to complete first mailing of the Notice to all Class Members.
September 30, 2023 <i>30 days after mailing Notice</i>	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
TBD (Approx. November 28, 2023 - <i>120 days after PA</i>)	Final Approval Hearing.

14. A final approval hearing shall be held in this Court on _____, 2023 at _____ a.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the

1 amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service
2 Payment to the Class Representative. The Court may continue or adjourn the final approval
3 hearing without further notice to the Class.

4 15. Counsel for the parties shall file memoranda, declarations, or other statements and
5 materials in support of their request for final approval of the Settlement, attorneys' fees,
6 litigation costs, Class Representative's Service Payment, Administration Costs, and payment to
7 LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set
8 by the Code of Civil Procedure and the California Rules of Court.

9 16. Neither this Order, the Settlement Agreement, nor any document referred to
10 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
11 may be construed as, or may be used as an admission by or against Defendants, or any of them,
12 or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any
13 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
14 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
15 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
16 or defenses by any Defendant or any of the other Released Parties and shall not be offered in
17 evidence in any action or proceeding against any Defendant or any of the Released Parties in any
18 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
19 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

20 17. The Court may, for good cause shown, extend any of the deadlines set forth in
21 this Order.

22 18. In the event that the Settlement Agreement does not receive final approval or the
23 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
24 shall be vacated.

25 19. Pending the Final Approval hearing, all proceedings in this action, other than
26 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
27 Order, are stayed.

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1 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent
3 with either this Order or the terms of the Settlement.

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5 Date: _____

6 Hon. David Cohn
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