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

LUIS MARTINEZ, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

DOUBLECO, INC., a California corporation,
R&D FASTENERS, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 25 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Case No.: CIVSB2210491

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

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

Date: March 25, 2024
Time: 1:30 p.m.
Dept.: S17

Complaint Filed: May 26, 2022
Trial Date: None Set

~~1~~
[PROPOSED] ORDER

1
2 Plaintiff Luis Martinez's ("Plaintiff") Motion for Preliminary Approval of Class Action and
3 PAGA Settlement ("Motion") came on for hearing before this Court on March 25, 2024. The Court,
4 having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and
5 supporting declarations filed therewith, and good cause appearing, **HEREBY ORDERS THE**
6 **FOLLOWING:**

7 1. The Court **GRANTS** preliminary approval of the Joint Stipulation of Class Action and
8 PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 1 to the Declaration
9 of Jill J. Parker in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
10 Settlement. The Court finds the Settlement Agreement to be within the range of reasonableness of a
11 settlement that ultimately could be granted approval by the Court at the final approval hearing. All
12 capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

13 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
14 reasonable. It appears to the Court that adequate investigation and research have been conducted such
15 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
16 further appears to the Court at this time that the Settlement Agreement will avoid substantial additional
17 costs by all parties, as well as avoid the delay and risks that would be presented by the further
18 prosecution of the case. It further appears that the Settlement Agreement has been reached as the
19 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
20 faith.

21 3. The Court preliminarily finds that the Settlement Agreement, including the allocations
22 for Attorneys' Fees and Litigation Costs, Class Representative Enhancement Award, Administration
23 Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby,
24 appear to be within the range of reasonableness of a settlement that could ultimately be given final
25 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
26 as part of the Settlement Agreement and preliminarily finds that the monetary settlement awards made
27 available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced
28 against the probable outcome of further litigation relating to certification, liability, and damages

1 issues.

2 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
3 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
4 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
5 (b) common questions of law and fact predominate, and there is a well-defined community of interest
6 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
7 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
8 protect the interests of the members of the Class; (e) a class action is superior to other available
9 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
10 counsel for Plaintiff in her individual capacity and as the representative of the Class.

11 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
12 follows:

13 All current and former hourly-paid or non-exempt employees who worked for
14 Defendants within the State of California at any time during the period from May 26,
15 2018 through December 31, 2023.

16 6. For purposes of settlement only, the Court designates Plaintiff Luis Martinez as the
17 Class Representative.

18 7. For purposes of settlement only, the Court designates Edwin Aiwasian, Arby
19 Aiwasian, Joanna Ghosh, and Vartan Madoyan of Lawyers *for* Justice, PC and Jill J. Parker and S.
20 Emi Minne of Parker & Minne, LLP as Class Counsel.

21 8. The Court designates Phoenix Settlement Administrators as the third-party Settlement
22 Administrator.

23 9. The Parties are ordered to implement the Settlement Agreement according to the terms
24 of the Settlement Agreement.

25 10. Within fourteen (14) calendar days of the date of this Order, Defendants shall provide
26 the Settlement Administrator with the Class List consisting of the following information for each Class
27 Member: (1) full name; (2) last known address; (3) last known telephone number; (4) Social Security
28 number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the

1 State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the
2 PAGA Period; and (8) any other information required by the Settlement Administrator in order to
3 effectuate the terms of the Settlement.

4 11. The Court approves, as to form and content, the Notice of Class Action Settlement
5 (“Class Notice”) attached as **Exhibit A** to this Order. The Court finds that the Class Notice appears
6 to fully and accurately inform the Class Members of all material elements of the Settlement, of Class
7 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
8 Class Members’ right to dispute the Workweeks credited to each of them, and of each Class Member’s
9 right and opportunity to object to the Class Settlement by sending an objection to the Settlement
10 Administrator or appearing at the Final Approval Hearing. The Court further finds that distribution
11 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
12 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
13 requirements of due process and shall constitute due and sufficient notice to all persons entitled
14 thereto. The form and method of giving notice complies fully with the requirements of California
15 Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766 and 3.769 of
16 the California Rules of Court, the California and United States Constitutions, and other applicable
17 law.

18 12. The Court directs the Administrator to mail the Class Notice by First-Class U.S. mail
19 to all Class Members no later than seven (7) calendar days after receiving the Class List from
20 Defendants, in accordance with the terms of the Settlement Agreement.

21 13. The Court hereby approves the proposed procedure, set forth in the Settlement
22 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be
23 excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class
26 Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
27 Response Deadline will be fifteen (15) calendar days from the original sixty (60) calendar day
28 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

1 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
2 by the Class Settlement or have any right to object, appeal, or comment thereon. If the Settlement is
3 granted final approval, Class Members who have not submitted a timely and valid request to be
4 excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Class
5 Settlement and any final judgment based thereon, and Aggrieved Employees will be entitled to
6 recovery from the PAGA Settlement and will be deemed to release the Released PAGA Claims,
7 irrespective of whether they opt out of the Class Settlement.

8 14. The Court further approves the procedures for Participating Class Members to object
9 to the Settlement Agreement, as set forth in the Notice and the Settlement Agreement. To object to
10 the Class Settlement, a Participating Class Member must submit a written objection to the Settlement
11 Administrator on or before the Response Deadline. The objection must be signed and must contain
12 the information that is required, as set forth in the Class Notice, including and not limited to the
13 grounds for the objection. The procedures and requirements for filing objections in connection with
14 the final fairness hearing are intended to ensure the efficient administration of justice and the orderly
15 presentation of any Participating Class Member's objection to the Settlement Agreement, in
16 accordance with the due process rights of all Class Members. Participating Class Members who wish
17 to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class
18 Settlement.

19 15. The hearing on Plaintiff's Motion for Final Approval is scheduled to take place in
20 Department S17 of this Court, located at 247 West 3rd Street, San Bernardino, California 92415, on
21 August 8, 2024, at 1:30 a.m. / (p.m.) At the Final Approval hearing, the
22 Court will consider: (a) whether the Settlement Agreement should be finally approved as fair,
23 reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the
24 Settlement Agreement should be entered; and (c) whether Plaintiff's application for the Class
25 Representative Enhancement Award, Administration Costs, and Class Counsel's Attorneys' Fees and
26 Litigation Costs should be granted.

27 16. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of Plaintiff's application for the Class

1 Representative Enhancement Award, Administration Costs, and Attorneys' Fees and Litigation Costs,
2 prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits
3 set by the Code of Civil Procedure and the California Rules of Court.

4 17. The Settlement is not a concession or admission, and shall not be used against
5 Defendants as an admission or indication with respect to any claim of any fault or omission by
6 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
7 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
8 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed
9 to be in evidence for any purpose adverse to Defendants, including, but not limited to, evidence of a
10 presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing,
11 omission, concession, or damage, except for legal proceedings concerning the implementation,
12 interpretation, or enforcement of the Settlement.

13 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
15 and this Order, are stayed.

16 19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
17 connection with the administration of the Settlement Agreement which are not materially inconsistent
18 with either this Order or the terms of the Settlement Agreement.

19 20. In the event the Settlement does not become effective in accordance with the terms of
20 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails
21 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
22 the Parties shall revert back to their respective positions as of before entering into the Settlement
23 Agreement.

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

5 **IT IS SO ORDERED.**

6
7 DATED: *March 25, 2024*

By: _____

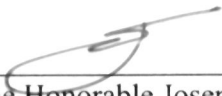

The Honorable Joseph T. Ortiz
Judge of The Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Luis Martinez v. DoubleCo, Inc.

Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2210491

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of San Bernardino. The lawsuit was filed by a former employee, Luis Martinez (“Plaintiff”) against DoubleCo, Inc. and R&D Fasteners (“Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”), entitled *Martinez v. DoubleCo, Inc.*, San Bernardino Superior Court Case No. CIVSB2210491 (the “Lawsuit”). You may be eligible to receive money from the Lawsuit.

In the Lawsuit, Plaintiff seeks to represent: (1) all current and former non-exempt and/or hourly-paid employees employed by Defendants in the State of California at any time during the period from May 26, 2018 to December 31, 2023 (“Class Members”); and (2) all current and former non-exempt and/or hourly-paid employees employed by Defendants in the State of California at any time during the period from March 22, 2021 to December 31, 2023 (“PAGA Members”). The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendants to fund Individual Settlement Payments, and (2) a “PAGA Settlement” requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment (as defined below), and, if eligible, an Individual PAGA Payment (as defined below). In exchange, you will release the right to assert all of the Released Class Claims (see Section 8) against Defendants and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT (BUT NOT THE PAGA SETTLEMENT)	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. You Cannot Exclude Yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B)) that must be postmarked and sent to the Administrator no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members, who must give up their rights to pursue Released PAGA Claims (see Section 8).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You Cannot Object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to any aspect of the Class Settlement. To object, you can submit an objection (see Section 9) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8) against Defendants and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS	You may Challenge the Calculation of Your Workweeks/Pay Periods. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks (as defined below) and how many Pay Periods (as defined below) you worked during the Class Period and the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods that you worked according to Defendants’ records is stated in Section 6. If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.