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(prepared by counsel
for plaintiff)

FILED
Superior Court of California
County of San Francisco

APR 05 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

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

RICARDO ANTONIO ALVARENGA,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

PROGRESS GLASS CO.; and DOES 1
through 20, inclusive,

Defendant.

Case No. CGC-22-599072

Assigned to:

Hon. Anne-Christine Massullo,
Department 610

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: March 15, 2024

Time: 9:30 A.M.

Dept: 302

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiff Ricardo Antonio Alvarenga ("Plaintiff"), individually and on behalf
4 of all others similarly situated and on behalf of the general public have applied to this Court for
5 an order preliminarily approving the settlement of the Action in accordance with the Class Action
6 And Paga Settlement Agreement And Class Notice (the "Settlement" or "Agreement") entered
7 into by Plaintiff and Defendant Progress Glass Co., Inc. ("Defendant") which sets forth the terms
8 and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff
9 and Defendant shall be collectively referred to herein as the "Parties"); and

10 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit A to the Declaration of Alexander G.L. Davies in Support of Plaintiff's Motion for
16 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
17 meaning in this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
5 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
6 as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as all current and
9 former non-exempt, non-union hourly employees who worked for Defendant in California at any
10 time between October 11, 2017 to November 15, 2023, excluding any persons who: (1) are
11 currently represented by counsel and have a civil action pending against Progress Glass; and/or
12 (2) any persons who opt-out of the class

13 5. Plaintiff Ricardo Antonio Alvarenga is hereby preliminarily appointed and
14 designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC
15 are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class
16 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
17 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
18 necessary to consummate the Settlement. Any Class Member may enter an appearance either
19 personally or through counsel of such individual's own choosing and at such individual's own
20 expense. Any Class Member who does not enter an appearance or appear on his or her own will be
21 represented by Class Counsel.

22 6. Should, for whatever reason, the Settlement not become final, the fact that the
23 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
24 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
25 a non-settlement context.

26 7. The Court hereby preliminarily approves the definition and disposition of the
27 Gross Settlement Amount and Net Settlement Amount and related matters provided for in the
28 Settlement, subject to modification at final approval.

1 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up
2 to one-third of the Class Settlement Amount, Class Counsel litigation expenses not to exceed
3 \$20,000.00, an Incentive Award up to \$5,000.00 to Plaintiff, payment to the LWDA in the amount
4 of \$3,750.00, and costs of administration not to exceed \$2,990.00, subject to final approval.

5 9. The Court hereby approves, as to form and content, the Class Notice, to be
6 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
7 the manner and form set forth in the Settlement and this Order, meets the requirements of due
8 process, is the best notice practicable under the circumstances, and shall constitute due and
9 sufficient notice to all persons entitled thereto.

10 10. The Court hereby appoints ILYM Group, Inc. and hereby directs the
11 Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using
12 the procedures set forth in the Settlement Agreement. Class Members who wish to participate in the
13 settlement provided for by the Settlement Agreement do not need to respond to the Class Notice.

14 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be
15 paid from the Class Settlement Amount, including the cost of searching for Class Members'
16 addresses as provided in the Settlement, and all other reasonable costs of the Settlement
17 Administrator up to \$2,990.00 as provided in the Settlement.

18 12. Any Class Member may choose to opt-out of and be excluded from the Class
19 as provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from
20 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
21 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
22 requested exclusion/opted-out shall be Participating Class Members and bound by all
23 determinations of the Court, the Settlement, and the Final Judgment.

24 13. ^{RE} A Final Fairness and Approval Hearing shall be held before this Court on
25 ~~June 23, 2024 at 9:30 a.m.~~ ^{July 12, 2024 at 9:30 a.m.} ~~or on a later date that is convenient for the Court, on _____,~~
26 ~~2024 at _____ a.m./p.m.~~ ⁷ in Department 302 of the Superior Court for the State of California,
27 County of San Francisco, located at 400 McAllister Street, San Francisco, CA, 94102. All papers
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1 in support of final approval and related awards for fees, costs, and Plaintiff's enhancement award
2 must be filed and served at least 16 court days before the final approval hearing.

3 14. Any Participating Class Member must object to the Settlement by following
4 the instructions for submitting written objections that are set forth in the Settlement Agreement and
5 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
6 final authority with respect to the consideration and admissibility of any objections. Any
7 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

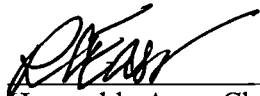
8 15. The Settlement is not a concession or admission, and shall not be used against
9 the Released Parties, as an admission or indication with respect to any claim of any fault or omission
10 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
11 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
12 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
13 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
14 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
15 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16 16. Pending the Final Approval and Fairness Hearing, all proceedings in this
17 Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and
18 this Order, are hereby stayed.

19 17. Jurisdiction is hereby retained over this Action, the Parties to the Action,
20 and each of the Class Members for all matters relating to this Action, and this Settlement,
21 including (without limitation) all matters relating to the administration, interpretation,
22 effectuation, and/or enforcement of this Settlement and this Order.

23 18. The Court reserves the right to adjourn or continue the date of any hearing and
24 all dates provided for in the Settlement without further notice to Class Members, and retains
25 jurisdiction to consider all further applications arising out of or connected with the proposed
26 Settlement.

1 DATED: 5 April 2024

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3 Honorable Anne-Christine Massullo
4 JUDGE OF THE SUPERIOR COURT

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