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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 EDGAR ALAY CHINCHILLA, an individual,
12 on behalf of himself, the State of California, as a
13 private attorney general, and on behalf of all
others similarly situated,

14 Plaintiff,

15 v.

16
17 RAM STRUCTURAL STEEL, INC., a
18 California corporation; and DOES 1 TO 50,

19 Defendants.

Case Number: 22STCV18306

**[Proposed] Order Granting Preliminary
Approval Of Class Action Settlement**

Complaint Filed: June 3, 2022

Trial Date: None Set

Hearing Date: October 10, 2023

Time: 9:00 a.m.

Dept.: 17

Judge: Hon. Maren E. Nelson

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on October 10, 2023, in Department 17, the Honorable Maren E. Nelson presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 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 Class Action and PAGA Settlement Agreement and Class Notice (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of
8 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms
9 used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$337,500.00**;
- 13 b. Court approved attorneys' fees to Class Counsel of up to **\$112,500.00**,
14 representing one-third of the Gross Settlement Amount;
- 15 c. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 16 d. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**;
- 17 e. A service award to Plaintiff of up to **\$7,500.00**; and
- 18 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
19 California Labor & Workforce Development Agency for its portion of the PAGA
20 penalties.

21 2. This Court has considered the papers in support of the Motion and the Settlement
22 Agreement and finds that, pursuant to California Rules of Court, Rule 3.769(d), the proposed Class
23 should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes
24 only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the
25 commonality requirements; (d) the claims of the Class Representative are typical of the claims of the
26 proposed Class Members; (e) Class Counsel has and is able to adequately represent the proposed
27 Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide treatment of
28 this dispute is superior to individual litigation because common issues predominate over individual
issues for settlement purposes.

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

4 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
5 fees and costs to Class Counsel, and the Class Representative’s enhancement award should be finally
6 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
7 time set forth in the implementation schedule in Paragraph 13 below.

8 5. This Court approves, as to form and content, the Court Approved Notice of Class
9 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), in substantially the
10 form attached to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to
11 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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

17 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
18 only.

19 8. The Court preliminary certifies for settlement purposes only the Settlement Class
20 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
21 *during the Class Period.* (See Settlement Agreement, at § 1.5.) The Class Period is defined as from
22 June 3, 2021, through the date of preliminary approval of the settlement. (See Settlement Agreement,
23 at § 1.12.)

24 9. All Settlement Class members who do not timely opt out will release those claims
25 arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to
26 the California Labor and Workforce Development Agency that arose during the Class Period and/or
27 PAGA Period, including claims for: **(1)** failure to pay minimum wage for all hours worked in violation
28 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

1 IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums
2 in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide
3 compliant meal periods and pay missed meal period premiums in violation of Labor Code sections
4 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment
5 records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment
6 in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation
7 in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in
8 violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage
9 statements in violation of Labor Code sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise
10 unlawful business practices based on the foregoing in violation of California’s Unfair Competition
11 Law (Bus. & Prof. Code, §§ 17200–17210); **(11)** statutory penalties based on the foregoing pursuant
12 to PAGA (Lab. Code, §§ 2698-2699.6); and **(12)** all claims for liquidated damages, penalties, interest,
13 fees, costs based on the foregoing. Except as set forth in Section 6.3 of this Agreement, Participating
14 Class Members do not release any other claims, including claims for vested benefits, wrongful
15 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
16 social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

17 10. The Court confirms Plaintiff Jose Antonio A. Gonzalez as Class Representative, and
18 Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

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

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

26 13. The Court orders the following **Implementation Schedule** for further proceedings:
27
28

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 15 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days following the receipt of the Class Data]
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 plus an additional 14 days for Class Members whose Class Notice was remailed]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[14 days prior to the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement]
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]
g.	Final Approval and Fairness Hearing (the Court's first available date after January 1, 2024)	_____, 2024 at _____ a.m./p.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Maren E. Nelson
Judge of the Superior Court, Los Angeles County