

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLES PADUANO, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

ROCKLER RETAIL GROUP, INC., a
Corporation; and DOES 1through 50,
Inclusive,

Defendants.

CASE NO.: **34-2022-00330079**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept.: 27

Action Filed: November 21, 2022
Trial Date: Not yet set

This matter came before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County Sacramento, on October 20, 2023 at 9:30 a.m., for hearing on the unopposed motion by Plaintiff Charles Paduano ("Plaintiff") for preliminary approval of the Settlement with Defendant Rockler Retail Group, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause

PRELIMINARY APPROVAL ORDER

1 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
2 Settlement.

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4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement
6 Agreement ("Agreement" or "Settlement") attached as Exhibit ____ to the Declaration of Nicole
7 Barvie in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This
8 is based on the Court's determination that the Settlement set forth in the Agreement is within the
9 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
10 of Civil Procedure and California Rules of Court, rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

13 3. The Gross Settlement Amount that Defendants shall pay is One Hundred Eighty-
14 Seven Thousand Five Hundred Dollars (\$187,500.00). It appears to the Court on a preliminary
15 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential
16 Class Members when balanced against the probable outcome of further litigation and the
17 significant risks relating to certification, liability and damages issues. It further appears that
18 investigation and research have been conducted such that counsel for the Parties are able to
19 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
20 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
21 would be presented by the further prosecution of the Action. It further appears that the Settlement
22 has been reached as the result of serious and non-collusive, arms-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
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adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$15,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "All non-exempt employees who are or previously were employed by Rockler Retail Group, Inc., and performed work in California during the period of February 13, 2020, to June 15, 2023 (the "Class Period").

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Barvie Law, APC and The JCL Law Firm, APC, as Class Counsel

1 for the Class.

2 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
3 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
5 Agreement pursuant to the PAGA and \$2,500. “Aggrieved Employees” all individuals who were
6 employed by Defendant in California and classified as a “all current and former non-exempt
7 employees of Defendant employed in California at any time during the period of August 24, 2021,
8 to June 15, 2023 (the “PAGA Period”). Pursuant to Labor Code section 2699, subdivision (l)(2),
9 the LWDA will be provided notice of the Agreement and these settlement terms. The Court finds
10 the PAGA Penalties to be reasonable.

11 10. The Court hereby approves, as to form and content, the Class Notice attached to the
12 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
13 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
14 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
15 and opportunity to object to the Settlement. The Court further finds that the distribution of the
16 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
17 the requirements of due process, is the best notice practicable under the circumstances, and shall
18 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
19 the Class Notice by first class mail, both in English and Spanish, pursuant to the terms set forth in
20 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
21 Administrator will promptly search for a more current address for the Class Member and re-mail
22 the Class Notice Packet to any new address for the Class Member no later than fourteen (14)
23 business days after the receipt of the undelivered Class Notice. The Administrator will also email
24 a copy of the re-mailed Class Notice to the Class Member if there is an available email address in
25 the Class Data.

26 11. The Court hereby appoints ILYM Group as the Administrator. No later than
27 fourteen (14) days after this Order, Defendant will provide to the Administrator an electronic
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1 database containing the Class Data. The Administrator will perform address updates and
2 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
3 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
4 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
5 Mail to their last known address.

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion
7 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
8 from the Class as provided in the Class Notice by following the instructions for requesting
9 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
10 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
11 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
12 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
13 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
14 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
15 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
16 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
17 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
18 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
19 group, class, or subclass of individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing
21 and may object or express the Member’s views regarding the Settlement, and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
23 and determined by the Court as provided in the Notice. Class Members will have until the
24 Response Deadline to submit their written objections to the Administrator. Written objections
25 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
26 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 27 at the Sacramento County Superior Court to hear
5 the motion for final approval and the motion for attorneys' fees and costs, and to determine all
6 necessary matters concerning the Settlement, including: whether the proposed settlement of the
7 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
8 and should be finally approved by the Court; whether the Final Approval Order and Judgment
9 should be entered herein; whether the plan of allocation contained in the Agreement should be
10 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
11 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
12 support of the motion for final approval and the motion for attorneys' fees, costs and service
13 award shall be filed with the Court and served on all counsel no later than sixteen (16) court days
14 before the hearing and both motions shall be heard at this final approval hearing.

15 15. Neither the Settlement nor any exhibit, document, or instrument delivered
16 thereunder shall be construed as a concession or admission by Defendant in any way that the
17 claims asserted have any merit or that this Action was properly brought as a class or representative
18 action, and shall not be used as evidence of, or used against Defendant as, an admission or
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
20 omission by Defendant or with respect to the truth of any allegation asserted by any person.
21 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
23 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
24 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
25 evidence of a presumption, concession, indication or admission by Defendant of any liability,
26 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA