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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MICHAEL BRAVO, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

MICHELS PACIFIC ENERGY, INC., a
Delaware corporation; and DOES 1 through
25, inclusive,
Defendants.

Case No.: 22CV403427

Honorable Theodore C. Zayner
Department 19

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

Date: March 27, 2024
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: September 26, 2022
FAC Filed: November 28, 2022
Trial Date: None Set

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[PROPOSED] ORDER

On March 27, 2024, at 1:30 p.m. in Department 19 of the above-captioned Court located at 161 North First Street, San Jose, California 95113, Plaintiff Michael Bravo's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Theodore C. Zayner. Blackstone Law, APC appeared on behalf of Plaintiff and Eimer Stahl LLP appeared on behalf of Defendant Michels Pacific Energy, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and Amendment No. to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No. 1") attached as Exhibit 2 to the Supplemental Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Together, the Original Agreement and Amendment No. 1 are referred to as the "Settlement" or "Settlement Agreement." This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

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

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid and/or non-exempt non-union employees and
22 union employees covered under the National Pipe Line Agreements employed by
Defendant in the State of California at any time during the Class Period.

23 (The Class Period is defined as September 26, 2018 through October 11, 2023. The
24 National Pipe Line Agreements is defined as the Collective Bargaining Agreements
25 that cover Defendant's employees who are members of the International Union of
Operating Engineers, the International Brotherhood of Teamsters, and the
Laborers' International Union of North America)

26 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
27 Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

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1 8. The Court provisionally appoints Plaintiff Michael Bravo as the representative of the
2 Class (“Class Representative”).

3 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
4 Settlement (“Settlement Administrator”).

5 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
6 Settlement Administrator with the following information about each Class Member: full name, last
7 known mailing address, Social Security number, dates employed by Defendant during the Class Period
8 and PAGA Period (if applicable), and such other information as is necessary for the Settlement
9 Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the “Class
10 List”) in conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
12 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
13 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
14 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
15 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
16 Class Members’ right to dispute the Workweeks and/or PAGA Workweeks credited to each of them
17 by submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
18 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
19 The Court further finds that distribution of the Class Notice substantially in the manner and form set
20 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
22 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
23 the Class Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of
24 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting Request for Exclusion in conformity
28 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or

1 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
3 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
4 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
5 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
6 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
7 Nevertheless, all PAGA Employees will be bound to the PAGA Settlement and will be issued their
8 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
9 Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members)
10 shall be bound by the Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in Department 19 of the Santa Clara
13 County Superior Court, located at 161 North First Street, San Jose, California 95113, to determine all
14 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
15 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
16 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
17 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
18 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
19 requests for the Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs,
20 and allocation for the PAGA Amount.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’
22 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator’s
24 declaration, by _____, to be heard at the Final Approval Hearing.

25 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
26 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
27 Objection must be signed and must contain the information that is required, as set forth in the Class
28 Notice, including and not limited to the grounds for the objection. Settlement Class Members,

1 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
2 regardless of whether they have submitted a Notice of Objection.

3 16. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

9 17. The Court reserves the right to adjourn or continue the date of the Final Approval
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
11 Members and retains jurisdiction to consider all further applications arising out of or connected with
12 the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____

The Honorable Theodore C. Zayner
Judge of the Superior Court