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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO
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11 LUIS CABALLERO, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 AMERICAN METAL FILTER
16 COMPANY, a California Corporation; and
17 DOES 1 through 20, inclusive;

18 Defendants.
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Case No.: 37-2022-00050163-CU-OE-CTL
*[Assigned to Hon. Wendy M. Behan, Dept C-66,
for all purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

24 Complaint filed: December 15, 2022

25 Having reviewed and read the Class Action and PAGA Settlement Agreement and
26 Release (the “Settlement Agreement”) between Plaintiff Luis Caballero and Defendants
27 American Metal Filter Company (“AMF”) and its owners/officers Valentine Deilgat, David
28 Carter, and Michele Carter (collectively “Defendants”) (collectively, the “Parties”), as well as

1 the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary
2 Approval of Class Action Settlement, the documents submitted in support of the motion, and all
3 supporting legal authorities and documents, IT IS HEREBY ORDERED:

4 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
5 set forth in the Settlement Agreement¹ and finds its terms to be within the range of
6 reasonableness of a settlement that ultimately could be granted final approval by the Court at a
7 Final Approval hearing. In granting preliminary approval of the class action settlement the Court
8 has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996), as
9 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001) and *In re Microsoft IV*
10 *Cases*, 135 Cal.App.4th 706 (2006). The Court preliminarily finds that the terms of the proposed
11 class action Settlement are fair, adequate and reasonable to the Class, pursuant to Code of Civil
12 Procedure § 382. Based on a review of the papers submitted by Plaintiff, the Court finds that
13 the Settlement is the result of intensive, serious, and non-collusive arms-length negotiations
14 conducted after the Parties thoroughly and adequately investigated and researched to become
15 familiar with the strengths and weaknesses of the claims and reasonably evaluated their
16 respective positions. The Settlement appears to be presumptively valid, subject only to any
17 objections that may be raised at the final fairness hearing.

18 2. For settlement purposes only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently defined community of interest among the Class
20 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
21 Class, for settlement purposes only:

22 All current and former non-exempt employees employed by
23 American Metal Filter Company in California at any time during the
24 Class Period of December 15, 2018, t through December 31, 2023,
25 or an earlier period termination date if Defendants exercise their
26 option to shorten the Class Period pursuant to the escalator clause in
27

28 ¹ To the extent defined in the Settlement Agreement, the terms in this Order shall have the
meanings set forth therein.

Paragraph 9 [of the Settlement Agreement].

3. Additionally, the “Aggrieved Employees” are defined to include: “all current and former non-exempt employees employed by American Metal Filter Company in California during the PAGA Period of December 15, 2021, through December 31, 2023, or an earlier period termination date if Defendants exercise their option to shorten the Class Period pursuant to the escalator clause in Paragraph 9 [of the Settlement Agreement].”

4. For settlement purposes only, the Court appoints Plaintiff Luis Caballero as Class Representative, and Brian Mankin, Kristina Carlson and Andrew Malatesta as Class Counsel. The Court finds that Class Counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Action.

5. The Court appoints Phoenix Class Action Administrators to act as the Administrator, pursuant to the terms set forth in the Settlement Agreement.

6. The Court approves, as to form and content, the Class Notice attached to the Settlement Agreement as Exhibit A. The Parties’ proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best notice practicable. The Class Notice is sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement, their rights to object to the Settlement, their right to receive a payment under the settlement or elect not to participate in the settlement, and the processes for doing so, and the date and location of the final approval hearing and are therefore approved. The Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class Representative Service Payment, and Class Counsel’s request for attorneys’ fees and costs; (3) a formula used to determine the Class Member’s estimated Individual Settlement Payment; (4) Settlement Class Members’ rights to appear through counsel

1 if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member
2 wishes to do so; and (6) how to obtain additional information regarding the action and the
3 Settlement. Counsel for the Parties are authorized to correct any typographical errors in
4 settlement and make clarifications, to the extent the same are found or needed, so long as such
5 corrections do not materially alter the substance of the documents.

6 7. The Court approves the procedure for Class Members to participate in, request
7 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
8 and the Class Notice.

9 8. The Court finds that the deadlines and method set forth in the Settlement
10 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
11 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
12 entitled to notice, and otherwise satisfy the requirements of California law and due process.

13 9. Not later than 30 days after the full execution of the Settlement Agreement,
14 Defendants are directed to deliver the Class Data to the Administrator, in the form of a Microsoft
15 Excel spreadsheet. The Court further directs the Administrator to perform address verification
16 measures and mail the Class Notice by first class mail to the Class Members no later than 10
17 days after it receives the Class Data as defined in the Settlement Agreement and to otherwise
18 carry out the Settlement according to the terms of the Settlement Agreement and in conformity
19 with this Order. The Parties are also ordered to carry out the Settlement according to the terms
20 of the Settlement Agreement.

21 10. Class Members will be bound by the Settlement Agreement unless they submit a
22 timely and valid written request to be excluded from the Settlement, pursuant to the procedures
23 set forth in the Class Notice. Written objections by Class Members must be timely sent to the
24 Administrator in accordance with the Agreement and Class Notice.

25 11. The Court approves the handling of unclaimed funds set forth in the Settlement
26 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
27 failure to timely cash a settlement check shall be issued to the State Controller's Office in the
28 name of the Class Member, as set forth in the Settlement Agreement.

12. The following dates shall govern for purposes of this settlement:

March 21, 2025	Preliminary Approval (PA) hearing
April 15, 2025 <i>25 days after PA</i>	Deadline for Administrator to complete first mailing of the Notice to all Class Members.
May 30, 2025 <i>45 days after mailing Notice</i>	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____ Time: _____	Final Approval Hearing.

13. A final approval hearing shall be held in this Court on the date and time noted above to determine all necessary matters concerning the Settlement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administrator Expenses Payment. Class Members and their counsel may support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice and this Order.

14. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. Class Counsel shall give notice to any objecting party of any continuance of the hearing of the motion for final approval.

1 15. Counsel for the parties shall file memoranda, declarations, or other statements and
2 materials in support of their request for final approval of the Settlement, attorneys' fees,
3 litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and
4 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
5 limits set by the Code of Civil Procedure and the California Rules of Court.

6 16. The Court retains jurisdiction to consider all further applications arising out of or
7 in connection with the settlement.

8 17. Neither this Order, the Settlement Agreement, nor any document referred to
9 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
10 may be construed as, or may be used as an admission by or against Defendants or any of the
11 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
12 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
13 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
14 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
15 or defenses by Defendants or any of the other Released Parties and shall not be offered in
16 evidence in any action or proceeding against Defendants or any of the Released Parties in any
17 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
18 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

19 18. The Court may, for good cause shown, extend any of the deadlines set forth in
20 this Order.

21 19. In the event that the Settlement Agreement does not receive final approval or the
22 Effective Date of the Settlement does not occur, this Order shall be rendered null and void to the
23 extent provided by and in accordance with the Agreement and shall be vacated, and, in such
24 event, all orders entered and releases delivered in connection herewith shall be null and void to
25 the extent provided by and in accordance with the Agreement, and each party shall retain his or
26 its rights to proceed with litigation of the Action.

27 20. Pending the Final Approval hearing, all proceedings in this action, other than
28 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this

1 Order, are stayed.

2 21. Counsel for the parties are hereby authorized to utilize all reasonable procedures
3 in connection with the administration of the Settlement which are not materially inconsistent
4 with either this Order or the terms of the Settlement.

5 **IT IS SO ORDERED.**

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7 Date: _____

8 Hon. Wendy M. Behan
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