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16 **SUPERIOR COURT OF CALIFORNIA**
17 **COUNTY OF SANTA CRUZ**

18 GERARDO POLIN on behalf of himself
19 and all similarly aggrieved employees

20 Plaintiff,

21 v.

22 H.A. RIDER & SONS, INC.; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No. 23CV00417

25 **[PROPOSED] ORDER GRANTING**
26 **PLAINTIFF'S MOTION FOR**
27 **PRELIMINARY APPROVAL OF CLASS**
28 **AND REPRESENTATIVE ACTION**
SETTLEMENT

Date: October 29, 2026

Time: 8:30 A.M.

Dept.: 10

Complaint Filed: February 17, 2023

Trial Date: None

1 Plaintiff Gerardo Polin (“Plaintiff”) Motion for Preliminary Approval of Class and
2 Representative Action Settlement was filed with the Court on August 5, 2026, and a hearing
3 was held before this Court on October 29, 2026. The Motion was unopposed by Defendants
4 H.A. Rider & Sons, Inc., H.A. Rider & Sons, a general partnership, George Rider, Robert Rider,
5 and Thomas Rider (collectively “Defendants”). Plaintiff and Defendants (collectively, the
6 “Parties”) appeared through their respective counsel of record

7 The Court has considered the Joint Stipulation of Class and PAGA Representative
8 Action Settlement (“Settlement” or “Settlement Agreement”) and all other papers filed in this
9 action.

10 NOW THEREFORE, IT IS HEREBY ORDERED:

11 1. This Court grants preliminary approval of the Settlement Agreement between
12 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair, adequate,
13 and reasonable to the Class.

14 2. The Parties, through their counsel of record in the Action, have reached an
15 agreement to settle all claims in the Action on behalf of the Class (as defined below and in the
16 Settlement Agreement) as a whole.

17 3. The Court hereby conditionally certifies the following class for settlement
18 purposes only: all current and former hourly non-exempt employees who worked for Defendants
19 in California at any time during the period of February 17, 2019, through November 4, 2025 (the
20 “Class”).

21 4. Should for whatever reason the Settlement Agreement not become Final, the fact
22 that the Parties were willing to stipulate to certification of a class as part of the Settlement
23 Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue
24 of whether a class should be certified in a non-settlement context.

25 5. The Court appoints and designates: (a) Plaintiff Gerardo Polin as the Class
26 Representative; and (b) B. James Fitzpatrick of Fitzpatrick & Swanston, and Larry W. Lee and
27 Kristen M. Agnew of Diversity Law Group, P.C., as Class Counsel. Class Counsel is authorized
28 to act on behalf of the Class with respect to all acts or consents required by, or which may be
given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to

1 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
2 through his or her own counsel at such Class Member's own expense. Any Class Member who
3 does not enter an appearance or appear on his or her own behalf will be represented by Class
4 Counsel.

5 6. The Court hereby approves the terms and conditions provided for in the Settlement
6 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within
7 the range of reasonableness of a settlement, and appears to be presumptively valid, subject only
8 to any objections that may be raised at the final fairness hearing and final approval by the Court.
9 It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable
10 as to all potential Class Members when balanced against the probable outcome of further
11 litigation relating to liability and damages issues. It also appears that investigation, research, and
12 court proceedings have been conducted so that counsel for the Parties are able to reasonably
13 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
14 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of the Action. It also appears that settlement has been
16 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

17 7. The Court hereby approves, as to form and content, the Notice of Class Action
18 Settlement ("Class Notice") to be sent to Class Members, which is attached hereto as **Exhibit A**
19 to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class
20 Members substantially in the manner and form set forth in the Settlement Agreement and this
21 Order meets the requirements of due process and shall constitute due and sufficient notice to all
22 parties entitled thereto.

23 8. The Court appoints and designates Phoenix Administrators as the Settlement
24 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
25 Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

26 9. Any Class Member may choose to opt out of and be excluded from the settlement
27 as provided in the Settlement Agreement and Class Notice and by following the instructions to
28 request exclusion. Provided, however, that no Class Member may opt out of or be excluded from
participating in the settlement of the PAGA claims.

1 10. Any person who timely and properly opts out of the settlement will not be bound
2 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt
3 out request must be in writing and signed by each such Class Member opting out and must
4 otherwise comply with the requirements delineated in the Class Notice. Class Members who
5 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
6 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
7 Judgment.

8 11. Any Class Member may object to the Settlement Agreement or express his or her
9 views regarding the Settlement Agreement, and may present evidence and file briefs or other
10 papers that may be proper and relevant to the issues to be heard and determined by the Court as
11 provided in the Class Notice.

12 12. A Final Fairness and Final Approval Hearing on the question of whether the
13 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
14 attorneys' fees and costs to Class Counsel, Settlement Administration Costs, and the Service
15 Award to the Class Representative should be finally approved as fair, reasonable, and adequate
16 as to the members of the Class is hereby set for _____ at _____ in this
17 Court.

18 13. The Motion for Final Approval shall be filed by the Class Representative no later
19 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

20 14. The Court reserves the right to adjourn or continue the date of the Final Fairness
21 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
22 further notice to the Class, and retains jurisdiction to consider all further applications arising out
23 of or connected with the Class Settlement Agreement.

24 **IT IS SO ORDERED.**

25 DATED: _____, 2026

Hon. Timothy Schmal
Judge of the Superior Court