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individually, and on behalf of all others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

CHANTHA SVAY, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CERTAINTEED, LLC, a limited liability
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: MCV093066

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to: Hon. Michael J.
Jurkovich, Dept. 44]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of Benjamin H. Haber, and the
Declaration of John G. Yslas]

PRELIMINARY APPROVAL HEARING

Date: January 16, 2025

Time: 8:30 a.m.

Dept: 44

Complaint filed: September 30, 2024

Trial date: Not set

1 The Court has before it Plaintiff Chantha Svay (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declarations of Benjamin H. Haber and John G. Yslas, the Joint
4 Stipulation Re: Class Action Settlement (which is referred to here as the “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff Chantha Svay and Defendant
10 CertainTeed, LLC (“Defendant”), attached to the Declaration of Benjamin H. Haber in Support
11 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$1,950,000.00 to cover (a) settlement payments to class members who do not validly opt out;
17 (b) a \$50,000.00 payment to the State of California, Labor & Workforce Development Agency
18 for its share of the settlement of claims for penalties under the Private Attorneys General Act,
19 with 75% of which (\$37,500.00) will be paid to the LWDA and 25% (\$12,500.00) will be paid
20 to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00
21 for Plaintiff Chantha Svay; (d) Class Counsel’s attorneys’ fees, not to exceed 35% of the Gross
22 Settlement Amount (\$682,500.00), and up to \$40,000.00 in costs for actual litigation expenses
23 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$12,750.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
27 and reasonable to the class members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the class representative's enhancement award should be
12 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
13 accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "all current and former non-exempt employees employed by
16 Defendant in California during the Class Period."

17 6. "Class Period" means the period from August 6, 2018 through May 30, 2024.

18 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
21 of law and fact that are common, or of general interest, to all Settlement Class Members, which
22 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
23 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
24 the interests of the Settlement Class Members; and (5) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Chantha Svay. The Court further preliminarily approves Plaintiff's ability to request
28 an incentive award up to \$10,000.00.

1 9. The Court appoints, for settlement purposes only, John G. Yslas, Benjamin H.
2 Haber, and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further
3 preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the
4 Total Settlement Amount (\$682,500.00), and costs not to exceed \$40,000.00.

5 10. The Court appoints CPT Group, Inc., as the Settlement Administrator with
6 reasonable administration costs estimated not to exceed \$12,750.00.

7 11. The Court approves, as to form and content the Class Notice, attached to the
8 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
9 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
10 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
11 thereto.

12 12. The parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement.

14 13. Any class member who does not timely and validly request exclusion from the
15 settlement may object to the Settlement Agreement.

16 14. The Court orders the following Implementation Schedule:

17

18 Defendants to provide Class List to the 19 Settlement Administrator	14 days after notice of entry of the Court's order granting Motion for Preliminary Approval
21 Settlement Administrator to mail the Notice 22 Packets	14 days after receipt of the Class List from the Defendant
23 Response Deadline	45 days after Notice is mailed out by the Settlement Administrator
25 Deadline to Provide Written Objections, if 26 any	45 days after Notice is mailed out by the Settlement Administrator
27 Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for

28

Request for Attorney's Fees and Costs, and Service Award to Plaintiff	Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 44. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Michael J. Jurkovich
Madera County Superior Court

PROOF OF SERVICE

Svay v. Certainteed, LLC, et al.
MCV093066

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 23, 2024, I served the **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

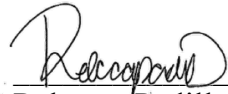
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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 23, 2024, at Los Angeles, California.



Rebecca Padilla