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Attorneys for Plaintiff URIEL OREGEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

URIEL OREGEL, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

DIABLO RANGE FRAMING, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: C23-00697

[Assigned for all purposes to Hon. Charles S
Treat, Dept. 12]

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

Date: -----, 2024

Time: ----- a.m.

Courtroom: Dept. 12

Judge: Hon. Charles S Treat

Action Filed: March 29, 2023

Trial: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff URIEL OREGEL (“Plaintiff”) and Defendant DIABLO RANGE FRAMING,
3 INC.(“Defendant”) have reached terms of settlement for a putative class and PAGA representative
4 action.

5 Plaintiff has filed a motion for preliminary approval of a class and PAGA representative action
6 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
7 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (*see*
8 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and
9 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The JOINT STIPULATION OF
10 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the
11 “Agreement” or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
15 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
16 preliminary approval of the class action settlement the Court has considered the factors identified in
17 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*
18 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
20 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the action. The Court finds that the risks of further prosecution are substantial.

25 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
26 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
27 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
28 The Settlement Class meets the requirements for conditional certification for settlement purposes only

1 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of
2 the proposed settlement Class of the terms of the proposed settlement.

3 4. The parties' proposed notice plan is constitutionally sound because individual notices
4 will be mailed to all Class Members whose identities are known to the parties, and such notice is the
5 best notice practicable. The parties' proposed Class Notice, attached to the Settlement as Exhibit B, is
6 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
7 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
8 to participate in the settlement, and the processes for doing so, and the date and location of the final
9 approval hearing and are therefore approved.

10 5. The following persons are certified as Class Members solely for the purpose of entering
11 a settlement in this matter:

12 All individuals employed by Defendant in California and classified as "non-
13 exempt" at any time during the Class Period (the "Class Period" is March 29, 2019
14 through the date upon which the Court grants preliminary approval of this Settlement).
(Settlement, ¶¶ 3-4.)

15 6. The PAGA Employee is defined as follows:

16 All Class Members that worked at any time during the PAGA Period (the "PAGA
17 Period" is March 29, 2022 through the date upon which the Court grants preliminary
18 approval of this Settlement.) All PAGA Employees are "aggrieved employees" as
defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the
PAGA claim.

19 (Settlement, ¶¶ 10-11.)

20 7. Plaintiff URIEL OREGEL is appointed as the Class Representative. The Court finds
21 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and
22 have no conflicts of interest with absent Settlement Class Members, and that they adequately
23 represented the interests of absent class members in the Litigation. Tunyan Law, APC is appointed
24 Class Counsel.

25 8. The Court appoints Simpluris Inc. to act as the Settlement Administrator, pursuant to the
26 terms set forth in the Agreement.

27 9. Defendant is directed to provide the Settlement Administrator the names and most
28 recent known mailing addresses of Class Members and any other information required in accordance

1 with the Agreement (the “Class List”), no later than 15 calendar days after entry of this Order.
2 (Settlement, ¶ 32(a).)

3 10. The Settlement Administrator is directed to mail the approved Class Notice by first-
4 class mail to the Class Members in accordance with the Agreement, no later than 14 calendar days after
5 receipt of the Class List. (Settlement, ¶ 32(b).)

6 11. Class Members will be bound by the Agreement unless they submit a timely and valid
7 written request to be excluded from the Settlement, postmarked no later than 60 days following mailing
8 of the Notice, or as possibly extended up to 14 additional days by operation of Paragraph 7 of the
9 Settlement for certain re-mailed Notices.

10 12. Any request for exclusion shall be submitted to the Settlement Administrator rather than
11 filed with the Court. Class members are not required to send copies of their Exclusion request to
12 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration
13 authenticating a copy of every Exclusion request received by the Administrator.

14 13. A final approval hearing will be held on _____, 2024, at
15 _____, in Department 12, to determine whether the settlement should be granted final approval
16 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
17 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
18 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
19 and this Order. The final approval hearing may be conducted remotely telephonically via CourtCall or
20 via videoconference using Zoom platform.

21 14. Plaintiff shall file a Motion for Final Approval, including any request for an award of
22 fees, costs, and an Enhancement Award to Plaintiff, no later than 16 court days / _____ calendar
23 days prior to the final approval hearing. In conjunction with the filing of the final approval motion, a
24 declaration from the Settlement Administrator on the outcome of the notice process shall be filed with
25 the Court. At that time, the Parties shall also file responses to any written objections received by the
26 Settlement Administrator by the Response Deadline.

27 15. As set forth in the Notice, any Class Member may appear at the final approval hearing
28 in person or remotely telephonically or video conference or by his or her own attorney and show cause

1 why the Court should not approve the settlement. For any written comments or objections to be
2 considered at the hearing, the Class Member must submit a written objection in accordance with the
3 deadlines set forth in the Class Notice, or as otherwise permitted by the Court.

4 16. Any written objection shall be submitted to the Settlement Administrator rather than
5 filed with the Court. Class Members are not required to send copies of written objections to counsel.
6 The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a
7 copy of every written Objection received by the Administrator.

8 17. The Court reserves the right to continue the date of the final approval hearing without
9 further notice to Class Members.

10 18. The Court retains jurisdiction to consider all further applications arising out of or in
11 connection with the settlement.

12
13 **IT IS SO ORDERED.**

14
15 Dated: _____

Hon. Charles S Treat
CONTRA COSTA COUNTY SUPERIOR COURT
JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
10 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
11 interested parties as follows and as stated on the attached service list:

12 Jeffery C. Long
13 Jeffery.Long@llg-law.com

14 Teresa Boyd
15 teresa.boyd@llg-law.com

16 Shawn C. Looz
17 shawn.loorz@llg-law.com

18 Star Smith
19 star.smith@llg-law.com

20 Madeline Mulky
21 madeline.mulky@llg-law.com

22 Holly Marquard
23 holly.marquard@llg-law.com

24 Christina Nelson
25 christina.nelson@llg-law.com

26 **LEVANGIE LAW GROUP**
27 2969 Prospect Park Drive, Suite 125
28 Rancho Cordova, CA 95670
Telephone: (916) 443-4849

18 ***Attorneys for Defendant DIABLO RANGE FRAMING, INC.***

19 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
20 California, by e-mail delivery on the parties listed herein at their most recent known e-
21 mail address or e-mail of record in this action.

22 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
23 service, I caused the documents to be sent to the persons at the electronic service addresses
24 listed above via electronic mail. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct.

27 Executed on January 22, 2024, at Glendale, California.

28 Lilit Tunyan

Name



Signature