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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN DIEGO**

15 RONALD FIGUEROA, as an individual and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 SOLAR TURBINES INCORPORATED, a
20 Delaware corporation; and DOES 1 through
21 100,

22 Defendants.

CASE NO. 37-2023-00016512-CU-OE-CTL

*[Case assigned for all purposes to the Hon.
Gregory W. Pollack, Department C-71]*

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

Date: January 24, 2025

Time: 9:30 a.m.

Dept.: C-71

Action Filed: April 20, 2023

Trial Date: None Set

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court
2 of the State of California, in and for the County San Diego, on January 24, 2025 at 9:30 a.m. for
3 the motion by Plaintiff Ronald Figueroa ("Plaintiff") for preliminary approval of the class and
4 PAGA settlement with Defendant Solar Turbines Incorporated ("Defendant"). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of the Class Action
7 and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 ("Agreement") attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court's determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

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

17 The Gross Settlement Amount is Two Million Eight Hundred Thousand Dollars
18 (\$2,800,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability
21 and damages issues. It further appears that investigation and research have been conducted such
22 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the
27 Settlement is fair, adequate, and reasonable when balanced against the probable outcome of
28 further litigation and the significant risks relating to certification, liability, and damages issues.

1 The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross
2 Settlement Amount, an award of litigation expenses incurred, not to exceed \$60,000, and
3 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500
4 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any
5 service award, until the Final Approval Hearing.

6 The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
7 a class for settlement purposes only. This stipulation will not be deemed admissible in this or
8 any other proceeding should this Settlement not become final. For settlement purposes only, the
9 Court conditionally certifies the following Class: "all current and former non-exempt employees
10 of Defendant in California who worked during the Class Period." The Class Period is February
11 3, 2022 through June 2, 2024 (the "Class Period").

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

22 The Court provisionally appoints Plaintiff as the representatives of the Class. The Court
23 provisionally appoints Fletcher Schmidt and Andrew Rowbotham of Haines Law Group, APC
24 as Class Counsel for the Class.

25 The Court hereby approves, as to form and content, the Court Approved Notice of
26 Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class
27 Notice") attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears
28 to fully and accurately inform the Class of all material elements of the proposed Settlement, of

1 the Class Members' right to be excluded from the Class by submitting a written opt-out request,
2 and of each Class Member's right and opportunity to object to the Settlement. The Court further
3 finds that the distribution of the Class Notice substantially in the manner and form set forth in
4 the Agreement and this Order meets the requirements of due process, is the best notice
5 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
6 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
7 the terms set forth in the Agreement.

8 The Court hereby appoints Apex as Administrator. No later than ten (10) business days
9 after preliminary approval of the Settlement by the Court, Defendant shall provide to the
10 Administrator an electronic spreadsheet with the Class Data. The Administrator will perform
11 address updates and verifications as necessary prior to the mailing of the Class Notice. Using
12 best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the
13 Class Data, the Administrator will mail the Class Notice Packets to all Class Members via first-
14 class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member
15 addresses using the National Change of Address database.

16 The Court hereby preliminarily approves the proposed procedure for exclusion from the
17 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
18 Class as provided in the Class Notice by following the instructions for requesting exclusion from
19 the Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked
20 by no later than the Response Deadline, which is sixty (60) calendar days after the date of the
21 mailing of the Class Notice and be received by the Administrator. If the Class Notice Packet is
22 re-mailed, the Response Deadline will be extended an additional 14 days. Any such person who
23 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under
24 the Settlement and will not be bound by the class portion of the Settlement or have any right to
25 object, appeal or comment thereon. Class Members who have not requested exclusion shall be
26 bound by all determinations of the Court, the Agreement and the Judgment. A Request for
27 Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
28 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to

1 the Court's final approval of the Settlement, the Aggrieved Employees will be paid their
2 allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA
3 Claims in the Agreement regardless of their Request for Exclusion as there is no right for
4 Aggrieved Employees to opt of the settlement of the PAGA claims.

5 Any Class Member who has not opted out ("Participating Class Member") may appear
6 at the final approval hearing and may object or express the Member's views regarding the
7 Settlement and may present evidence and file briefs or other papers that may be proper and
8 relevant to the issues to be heard and determined by the Court as provided in the Notice.
9 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
10 days from the date of the mailing of the Class Notices, to submit their written objections to the
11 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
12 is re-mailed, the Response Deadline for written objections will be extended an additional 14
13 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
14 make an oral objection.

15 A Final Approval Hearing shall be held before this Court on
16 _____ 2025, at _____ a.m. / p.m. in Department 71 at the San Diego
17 County Superior Court to determine all necessary matters concerning the Settlement, including:
18 whether the proposed settlement of the Action on the terms and conditions provided for in the
19 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
20 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
21 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
22 Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses
23 of the Administrator. All papers in support of the motion for final approval and for attorneys'
24 fees, costs and service awards, to be heard at the Final Approval Hearing, shall be filed with the
25 Court and served on all counsel no later than sixteen (16) court days before the hearing.

26 Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendant in any way that the claims asserted
28 have any merit or that this Action was properly brought as a class or representative action, and

1 shall not be used as evidence of, or used against Defendant as, an admission or indication in any
2 way, including with respect to any claim of any liability, wrongdoing, fault or omission by
3 Defendant or with respect to the truth of any allegation asserted by any person. Whether or not
4 the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement,
5 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
6 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence
7 for any purpose adverse to the Defendant, including, but not limited to, evidence of a
8 presumption, concession, indication or admission by Defendant of any liability, fault,
9 wrongdoing, omission, concession or damage.

10 In the event the Settlement does not become effective in accordance with the terms of the
11 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
12 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
13 and the Parties shall revert to their respective positions as of before entering into the Agreement,
14 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
15 including all available defenses and affirmative defenses, and arguments that any claim in the
16 Action could not be certified as a class action and/or managed as a representative action. In such
17 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
18 referred to in litigation for any purpose.

19 The Court reserves the right to adjourn or continue the date of the final approval hearing
20 and all dates provided for in the Agreement without further notice to Class Members and retains
21 jurisdiction to consider all further applications arising out of or connected with the proposed
22 Settlement.

23 The Action is stayed and all trial and related pre-trial dates are vacated, subject to further
24 orders of the Court at the Final Approval Hearing.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

HON. GREGORY W. POLLACK
JUDGE, SUPERIOR COURT OF CALIFORNIA