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8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF STANISLAUS

10
11 DENISE JACOBS, individually and on behalf of
all others similarly situated,

12 Plaintiff,

13 vs.

14
15 HYDRAULIC CONTROLS, INC.; and DOES
1-100, inclusive,

16 Defendants.
17
18

Case No.: CV-23-003469

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

Date:

Time: 9:00 am

Dept: 22

19
20 Plaintiff Denise Jacob's ("Plaintiff") Motion for Preliminary Approval of Class Action and
21 PAGA Settlement ("Motion for Preliminary Approval") came on for hearing on _____, at 9:00
22 a.m. in Department 22 of the above-captioned court. The Court, having fully and carefully reviewed
23 Plaintiff's Motion for Preliminary Approval, the memorandum and declarations in support thereof, and
24 the Settlement Agreement including the proposed Class Notice, hereby makes the following
25 determinations and orders¹:
26 _____

27 ¹ All terms used in this Order Granting Preliminary Approval of Class Action and PAGA Settlement (the "Order")
28 shall have the same meanings given those terms in the Parties' Class Action and PAGA Settlement Agreement and Release
("Settlement Agreement", "Settlement", or "SA"), a copy which is attached as **Exhibit 1** to the Declaration of Vladimir J.
Kozina.

1 1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.
2 2. Plaintiff Denise Jacobs is preliminarily approved as Class Representative.
3 3. Mayall Hurley P.C. is preliminarily approved as Class Counsel.
4 4. ILYM Group, Inc. is preliminarily approved as the Settlement Administrator and shall
5 administer the Settlement in accordance with the terms set forth in the Settlement Agreement and
6 perform the functions set forth therein. The Court also preliminarily approves declared fees and costs
7 of administering the Settlement of up to \$5,950.

8 5. The Class of employees covered by the Parties' Settlement consists of: (1) all
9 individuals who have worked, or who continue to work, for Defendant in California as a non-exempt
10 employee who received a safety and/or ESOP incentive bonus during the Class Period; (2) all
11 individuals who have worked, or who continue to work, for Defendant in California as a non-exempt
12 employee who received any other bonus(es) during the Class Period; and (3) all individuals who have
13 worked, or continue to work, for Defendant in California as a non-exempt employee who received any
14 additional compensation beyond the base hourly pay that should have been included in their regular
15 rate of pay during the Class Period of June 21, 2022, through August 3, 2024.

16 6. The aggrieved employees under PAGA consists of: (1) all individuals who have
17 worked, or who continue to work, for Defendant in California as a non-exempt employee who
18 received a safety and/or ESOP incentive bonus during the PAGA Period, and (2) all individuals who
19 have worked, or who continue to work, for Defendant in California as a non-exempt employee who
20 received any other bonus(es) during the PAGA Period, and (3) all individuals who have worked, or
21 who continue to work, for Defendant in California as a non-exempt employee who received any
22 additional compensation beyond the base hourly pay that should have been included in their regular
23 rate of pay during the PAGA Period of June 21, 2022 through August 3, 2024.

24 7. The Class is estimated to consist of 114 individuals.

25 8. The Court grants preliminary approval of the Settlement between Plaintiff and
26 Defendant based upon the terms set forth in the Settlement Agreement. The Settlement Agreement
27 appears to be fair, adequate, and reasonable, and the Court preliminarily approves the terms of the
28 Settlement Agreement.

1 9. The Court approves, as to form and content, the Class Notice, in substantially the form
2 attached hereto as **Exhibit 1**. The Court further approves the procedure by which Class Members may
3 opt out of, and object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.

4 10. The Court directs the mailing of the Class Notice in accordance with the terms of the
5 Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the
6 mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process
7 and provide the best notice practicable under the circumstances and shall constitute due and sufficient
8 notice to all persons entitled thereto.

9 11. Subject to further consideration by the Court at the time of the Final Approval Hearing,
10 the proposed PAGA allocation of \$10,000 and payment to the LWDA is preliminarily approved.

11 12. Subject to further consideration by the Court at the time of the Final Approval Hearing,
12 the proposed Enhancement Payment of \$10,000 to Plaintiff for her service as Class Representative is
13 preliminarily approved.

14 13. Subject to further consideration by the Court at the time of the Final Approval Hearing,
15 Class Counsel's request of attorneys' fees in the amount of \$50,000.00 and declared costs of up to
16 \$7,000.00 is preliminarily approved.

17 14. The Court adopts the following dates and deadlines:

18 Defendant to provide Class Data to the 19 Settlement Administrator.	Within 15 calendar days of the Court's execution of the Order Granting Preliminary Approval.
20 Settlement Administrator to mail 21 Class Notice.	Within 30 calendar days of the Court's execution of the Order Granting Preliminary Approval.
22 Deadline for Class Members to 23 object to, or opt out of, the Settlement.	Within 45 calendar days after Notice mailed
24 Deadline for Plaintiff to file Motions for Final 25 Approval, Attorneys' Fees, Costs, and Service Payments	Not less than 16 court days before the Final Approval hearing.
26 Final Approval Hearing.	Not less than 100 days after the date Plaintiff files his motion for preliminary approval.

27 15. A Final Approval hearing on the question of whether the proposed Settlement,
28 attorneys' fees to Class Counsel, and the Class Representative's Enhancement Payment should be
finally approved as fair, reasonable and adequate is scheduled for _____ at

_____ in Department 23 of the above-captioned Court. The parties to the Agreement are directed to carry out their obligations under the Settlement Agreement.

Dated: _____

Judge of the Superior Court