

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No. 30-2023-01324651-CU-OE-
CXC

*[Case assigned for all purposes to the
Hon. Layne H. Melzer, Dept. CX102]*

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

Date: February 26, 2026
Time: 2:00 p.m.
Dept.: CX102

Action Filed: May 10, 2023
Trial Date: None Set

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

~~PROPOSED~~ ORDER

The Motion of Plaintiff Alicia Esquivel Gerlette (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came on for hearing on February 26, 2026, having been continued from January 15, 2026. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the Stipulation of Settlement (“Settlement Agreement” or “Settlement”) entered into between Plaintiff and Defendant Altman Specialty Plants, LLC (“Defendant”), attached as Exhibit G to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith; having considered the revised Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”), attached as Exhibit C to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm’s-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively

valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. The Court preliminarily approves of the amounts proposed to be allocated from the Maximum Settlement amount to attorneys' fees (\$166,666.67), litigation costs (no greater than \$30,000.00), Class Representative Enhancement Award (up to \$10,000.00), settlement administration costs (not to exceed \$34,500.00), and PAGA penalties (\$37,500.00 to the LWDA and \$12,500.00 to the PAGA Aggrieved Employees).

4. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

5. For purposes of the Settlement, the Court preliminarily approves of the following definition of the PAGA Aggrieved Employees:

All current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period").

6. For purposes of the Settlement, the Court designates named Plaintiff Alicia Esquivel Gerlette as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden M. Khachadoorian of Haines Law Group, APC, as Class Counsel.

7. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices.

8. The Court approves, as to form and content, the revised Class Notice attached as Exhibit C to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith.

1 9. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to Settlement
3 Class members, constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all Settlement Class members. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 other applicable law.

8 10. The Court further approves the procedures for Settlement Class members to opt-
9 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

10 11. The procedures and requirements for submitting objections in connection with
11 the Final Approval Hearing are intended to ensure the efficient administration of justice and the
12 orderly presentation of any Settlement Class member's objection to the Settlement, in
13 accordance with the due process rights of all Settlement Class members.

14 12. The Court directs the Settlement Administrator to mail the Class Notice to the
15 Settlement Class members in English and Spanish, in accordance with the terms of the
16 Settlement.

17 13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
18 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to
19 the Settlement, and an additional 30 calendar days in the event the Class Notice is re-mailed.

20 14. The Final Approval Hearing on the question of whether the Settlement
21 Agreement should be finally approved as fair, reasonable and adequate is scheduled on July 16,
22 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa
23 Ana, California 92701. The Court reserves the right to continue the date of the Final Approval
24 Hearing without further notice to the Settlement Class members. The Court retains jurisdiction
25 to consider all further applications arising out of or in connection with the Settlement
26 Agreement pursuant to both California Code of Civil Procedure section 664.6 and California
27 Rules of Court, rule 3.769(h).

28 15. At the Final Approval Hearing, the Court will consider: (a) whether the

Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for an enhancement award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs at least sixteen (16) court days prior to the Final Approval Hearing .

17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on February 26, 2026):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than (15 court days after approval):	March 19, 2026
Settlement Administrator to mail the Class Notice to the Settlement Class members no later than (10 business days of receipt of class information):	April 3, 2026
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement (60 calendar days after mailing):	June 2, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class and PAGA Action Settlement:	June 23, 2026
Final Approval Hearing	July 16, 2026 at 2:00 p.m.

18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent
3 with either this Order or the terms of the Settlement.

4 20. In the event the Settlement is not finally approved, or otherwise does not become
5 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
6 void and shall be vacated, and the parties shall revert to their respective positions as of before
7 entering into the Settlement.

8 **IT IS SO ORDERED.**

9
10 Dated: April 08, 2026



Honorable Layne H. Melzer
Judge of the Superior Court