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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALFONSO ALMARAZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

WORLD OIL CORP., a California Corporation;
and DOES 1 through 100,

Defendants.

Case No.: 23STCV18296

*[Assigned for all purposes to the Hon.
David S. Cunningham III, Dept. SS-11]*

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

Date: January 17, 2025
Time: 9:00 a.m.
Dept.: SS-11

Action Filed: August 2, 2023
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Alfonso Almaraz (“Plaintiff”) for Preliminary Approval of Class
3 Action Settlement came regularly for hearing before this court on January 17, 2025, at 9:00 a.m.
4 The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action
5 Settlement, the memorandum of points and authorities in support thereof, and supporting
6 declarations filed therewith; having considered the proposed Stipulation of Settlement
7 (“Settlement Agreement” or “Settlement”) entered into between Plaintiff and Defendant Pan
8 Pacific Petroleum Company, Inc. (“Defendant”), attached as Exhibit A to the Declaration of
9 Andrew J. Rowbotham filed concurrently with the Motion; and good cause appearing, HEREBY
10 ORDERS THE FOLLOWING:

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

14 2. The Court preliminarily approves the terms of the Settlement Agreement and finds
15 that they fall within the range of approval as fair, adequate and reasonable. Based on a review of
16 the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length
17 negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims
18 and became familiar with the strengths and weaknesses of the claims. The assistance of an
19 experienced mediator in the settlement process supports the Court's conclusion that the Settlement
20 is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any
21 objections that may be raised pursuant to the terms of the Settlement Agreement.

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

26 All non-exempt employees who worked for Defendant in California during the
27 period commencing on August 2, 2022 and ending on the date of preliminary
28 settlement approval, and who do not timely opt-out of the Settlement Class.

1 4. For purposes of the Settlement, the Court designates named Plaintiff Alfonso
2 Almaraz as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew
3 J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

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

6 6. The Court approves, as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) and the Notice of Individual Settlement Payment (collectively, the “Notice
8 Packet”) attached as Exhibit B to the Declaration of Andrew J. Rowbotham filed concurrently
9 with Plaintiff’s Motion.

10 7. The Court finds that the form of notice to the Settlement Class regarding the
11 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
12 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
13 and sufficient notice to all Settlement Class members. The form and method of giving notice
14 complies fully with the requirements of California Code of Civil Procedure § 382, California
15 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
16 applicable law.

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

19 9. The procedures and requirements for submitting objections in connection with the
20 Final Approval Hearing are intended to ensure the efficient administration of justice and the
21 orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance
22 with the due process rights of all Settlement Class members.

23 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
24 Settlement Class Members in English and Spanish, in accordance with the terms of the Settlement.

25 11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
26 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to
27 the Settlement.
28

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on _____, at _____ a.m. / p.m. in Department SS-11 of this Court, located at 312 N Spring St, Los Angeles, CA 90012. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. 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 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.

14. 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 settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on January 17, 2025):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than (20 business days after Preliminary Approval):	February 18, 2025
Settlement Administrator to mail the Notice Packet to the Settlement Class members no later than (10 business days after receipt of class data):	March 4, 2025

Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement (60 days after mailing):	May 5, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing:	☐ July 11, 2025 at _____ a.m./p.m. ☐ _____ at _____ a.m./p.m.

16. 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.

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

IT IS SO ORDERED.

Dated: _____

Honorable David S. Cunningham III
Judge of the Superior Court