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Attorneys for Plaintiff ARIN ESRAELIAN, as an individual, and on behalf of all employees similarly situated (*Additional Plaintiff's Counsel listed on next page*)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

Luis Franco, individually, on behalf of himself and
all other similarly situated employees,

Plaintiff,

vs.

The Goodyear Tire and Rubber Company, an Ohio
corporation, and Does 1-5

Defendants.

CASE NO.: 22CV393403

Consolidated with:

Esraelian Case No.: 21STCV44620;

Esraelian Case No.: 22STCV03534;

Rodas Case No.: 21STCV28702; and

Rodas Case No.: 21STCV35255

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR CONDITIONAL
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Assigned for all purposes: ~~Patricia M. Lucas~~

Theodore C. Zayner

Date: February 1, 2023

Time: 1:30 p.m.

Dept.: ~~3~~ 19

1 Luis Franco, individually, on behalf of himself
2 and all other similarly situated employees,

3
4 Plaintiff,

5 vs.

6 The Goodyear Tire and Rubber Company, an
7 Ohio corporation, and Does 1-5

8
9 Defendants.
10

11 ARIN ESRAELIAN, as an individual, and on
12 behalf of all similarly situated employees,

13 Plaintiff,

14 v.

15 THE GOODYEAR TIRE & RUBBER
16 COMPANY, and DOES 1-50, inclusive,

17 Defendants.
18

19 DANIEL RODAS, as an individual and on behalf
20 of all others similarly situated,

21 Plaintiffs,

22 vs.

23 THE GOODYEAR TIRE & RUBBER
24 COMPANY, an Ohio corporation; and DOES 1
25 through 50, inclusive,

26 Defendants.
27
28

ADDITIONAL PLAINTIFFS' COUNSEL

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ATTORNEY FOR PLAINTIFF ARIN ESRAELIAN

[PROPOSED] ORDER

On February 1, 2023, Plaintiffs Arin Esraelian, Luis Franco, and Daniel Rodas (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (“Motion”) came for a hearing in Department 19 of the Superior Court of California, County of Santa Clara. The Court, having fully considered the motion for preliminary approval of class action settlement; points and authorities and declarations filed in support; and Joint Stipulation and Settlement Agreement of Class Action and PAGA Settlement, including the Notice of Class Action and PAGA Settlement (“Notice”); and in recognition of the Court’s duty to make a preliminary determination as to the reasonableness of any proposed Class Action and PAGA settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members and Aggrieved Employees in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement.

IT IS HEREBY ORDERED:

1. The Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims entered into by and between Plaintiffs individually and on behalf of Class Members and Aggrieved Employees (defined below) and Defendant The Goodyear Tire & Rubber Company (“Defendant”) is preliminarily approved, as the terms of the settlement are found to be fair, adequate and, reasonable. Attached to the Declaration of Janelle Carney as Exhibit 1 is a true and correct copy of the Parties’ Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (herein referred to as the “Settlement” and or “Settlement Agreement”). Attached as Exhibit B to the Settlement Agreement (Ex. 1) is a true and correct copy of the Proposed Notice of Proposed Class Action Settlement. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The following class is conditionally certified for settlement purposes only: all current and former non-exempt hourly individuals employed by Defendant in California at any time from August 4, 2017 through July 30, 2022.

3. Plaintiffs are appointed as Class Representatives. Janelle Carney of Janelle Carney – Attorney at Law, APC, Kevin Mahoney and John Young of Mahoney Law Group, Alexei Kuchinsky of Kuchinsky Law Office, P.C. and Larry W. Lee and Max Gavron of Diversity Law Group are appointed

1 as Class Counsel.

2 4. The Parties' proposed notice plan is hereby approved as the best notice practicable. The
3 Proposed Notice of Proposed Class Action Settlement, attached to the Settlement Agreement as Exhibit
4 B, is sufficient to inform the Class Members of the terms of the Settlement Agreement, their rights to
5 receive monetary payments under the Settlement Agreement, their right to exclude themselves from the
6 Settlement and their right to lodge objections to the Settlement. The Court finds the notice requirements
7 of Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises
8 Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any
9 typographical errors that may be discovered in the Class Notice and make clarification, to the extent
10 some are found or needed, so long as the corrections do not materially alter the substance of the Class
11 Notice.

12 5. Rust Consulting Inc. ("Rust" or "Settlement Administrator") is appointed to act as the
13 Settlement Administrator pursuant to the terms of the Settlement Agreement. Within thirty (30) days of
14 the date of this order, Defendant will provide to Rust the class information necessary to facilitate the
15 notice mailing. The Settlement Administrator is ordered to carry out the Settlement according to the
16 terms of the Settlement Agreement and in conformity with this Order, including disseminating the
17 Notice according to the notice plan described in the Settlement Agreement in English and Spanish.
18 Based upon the cost estimate submitted by Rust, the Court preliminarily approves administration costs
19 in the amount of eighteen thousand seven hundred seventy-two dollars (\$18,772.00) to be deducted from
20 the Gross Settlement Amount.

21 6. The notice response deadline will be forty-five (45) days from the date of the initial
22 mailing of the Notice Packet. The procedures and forty-five (45)-day deadline for members of the class
23 to request exclusion from or to object to the Settlement is adopted as described in the Settlement
24 Agreement. Any Class Member who intends to object to final approval of the Settlement Agreement
25 must submit a written objection to the Settlement Administrator by mail in accordance with the
26 Settlement Agreement. Any opposition or reply to any objection or the motion for final approval will
27 be due according to Code of Civil Procedure section 1005.

28 7. The parties are ordered to carry out the settlement according to the terms of the Settlement
Agreement.

RELEVANT DATES AND DEADLINES

8. Defendant shall provide the Settlement Administrator with the following information that is within Defendant's possession for each Participating Class Member: (1) each Settlement Class Member's full name; (2) last known mailing address; (3) full employee Identification Number; (4) full social security number; and (5) workweeks of each Settlement Class Member. This information shall be based on Defendant's payroll and other business records and in a format readily accessible to Defendant. The data contained in the Database shall remain confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the Settlement Administrator to carry out the reasonable efforts required by the Settlement, or pursuant to express written authorization by Defendant or by order of the Court. The Settlement Administrator shall be authorized to use any reasonable practices to locate Class Members in order to provide them with the Notice and/or Settlement Payments. Neither Class Counsel nor the Settlement Administrator may use the Database for any purpose other than to administer the Settlement as provided in the Settlement.

9. No more than fourteen (14) calendar days after receiving the class information from Defendant, the Settlement Administrator mailed a copy of the Class Notice to all Class Members by first class regular U.S. mail. The Claims Administrator will engage in address searches consistent with their normal practices in settlements of wage claims, including skip tracing. Any returned envelopes from this mailing with forwarding address will be utilized by the Settlement Administrator to forward the Notice to the Class Members.

10. Each Notice will list the total workweeks worked by the Class Members during the Class Period and PAGA Period, if eligible for an Individual PAGA Payment. To the extent a Class Member disputes the information listed on his or her Notice, the Class Member may produce evidence to the Claims Administrator showing the number of weeks the Class Member contends to have worked during the Class Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties.

11. All requests for exclusions must be submitted on or before forty-five (45) days after the

1 Settlement Administrator mails the Notice Packets.

2 12. All written objections must be mailed to the Settlement Administrator and be postmarked
3 on or before forty-five (45) days after the Settlement Administrator mails the Notice Packets. Any
4 Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement
5 Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or
6 the Employee ID number; and (3) the basis for the objection.

7 13. The Court will conduct a Final Approval Hearing on May 24, 2023, at 1:30 p.m. to
8 determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally
9 approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3)
10 the amount of Class Representatives' Incentive Awards to Plaintiffs. If the settlement is finally approved
11 by the Court, Defendant will receive a release of claims as set forth in the Settlement Agreement.

12 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per code.

13 15. The Court reserves the right to continue the date of the Final Approval Hearing without
14 further notice to Settlement Class Members. The Court retains jurisdiction to consider all further
15 applications arising out of or in connection with the Settlement.

16 16. In the event the Settlement is not finally approved, or otherwise does not become
17 effective in accordance within the terms of the Settlement, this Order shall be rendered null and void
18 and shall be vacated, and the Parties shall revert to their respective positions as of before entering into
19 the settlement.

20 Dated: Signed: 2/2/2023 02:41 PM



21 HON. THEODORE C. ZAYNER
22 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On January 25, 2023, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR CONDITIONAL
CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

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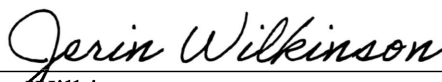
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XX BY E-MAIL : I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com.

Executed on January 25, 2023, at Chino Hills, California.

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



Jerin Wilkinson