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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 AARON GORMAN, an individual, on behalf of
13 himself, and on behalf of all persons similarly
14 situated,

15 Plaintiffs,

16 vs.

17 DRUMMAC, INC., a Florida corporation;
18 MORAN ENVIRONMENTAL RECOVERY,
19 LLC, a Delaware limited liability company;
20 MORAN TOWING CORPORATION, a New
21 York corporation; and DOES 1 through 50,
22 Inclusive.

23 Defendants.

CASE NO. 34-2022-00313456

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

Hearing Date: December 2, 2022
Hearing Time: 9:00am
Department: 28

Trial Date: Not Set
Action Filed: January 4, 2022

Reservation No. 2619356

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on December 2, 2022 in Department 28 before the Honorable Lauri A. Damrell, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Stipulation of Settlement of Class and PAGA Action Claims and Release
8 of Claims ("Agreement") filed herewith. All terms used herein shall have the same meaning as defined
9 in the Agreement.

10 2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$360,000,
11 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of
12 reasonableness and appears to be presumptively valid, subject only to any objections that may be raised
13 at the final fairness hearing and final approval by this Court. It further appears that investigation and
14 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
15 respective positions. It further appears to the Court that settlement at this time will avoid substantial
16 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
17 prosecution of the Action. It further appears that the Settlement has been reached as the result of
18 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the
19 settlement according to the terms of the Agreement and in conformity with this Order. The Court has
20 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
21 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
22 when balanced against the probable outcome of further litigation relating to certification, liability, and
23 damages issues.

24 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
25 fees to Class Counsel, costs of administration and the Class Representative Service Award should be
26 finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
27 Department 28 on the date and time set forth in the implementation schedule in Paragraph 10 below.
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1 4. This Court approves, as to form and content, the Notice of Pendency of Class Action and
2 Proposed Settlement. The Court approves the procedure for Class Members to opt out of, or to object
3 to, the Settlement as set forth in the Agreement and Notice.

4 5. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
5 Settlement by first class mail to the Class Members in accordance with the Implementation Schedule set
6 forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set
7 forth in the Implementation Schedule, meet the requirements of due process and provide the best notice
8 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
9 thereto.

10 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
11 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
12 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
13 applications for the Class Representative Service Award, and Class Counsel's request for attorneys' fees
14 and litigation costs; (3) a formula used to determine the Class Member's estimated Individual Settlement
15 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
16 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
17 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
18 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
19 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
20 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
21 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
22 needed, so long as such corrections do not materially alter the substance of the documents. The Court
23 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
24 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
25 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

27 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
28 only. For Settlement purposes only, the Court conditionally certifies the following Class: "all non-

exempt employees who are or previously were employed by Defendants and performed work in California during Class Period.” The Class Period is the period of time from January 4, 2018 to October 12, 2022.

8. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

9. The Court confirms Plaintiff Aaron Gorman as Class Representative, and Shani O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as Class Counsel.

10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement Administrator.

11. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time to do so has elapsed.

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Member Information to Settlement Administrator	10 business days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members	14 calendar days after receiving Class Member Information from Defendants

c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
g.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendants
h.	Final Fairness Hearing and Final Approval	
i.	Deadline for Defendants to fund Settlement	14 calendar days after Effective Date
j.	Deadline for Settlement Administrator to mail the Settlement Payments and the Service Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	15 calendar days after Funding Date
k.	Deadline for Class Members to cash Settlement Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Settlement Payments and the Service Award
l.	Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	Within 14 calendar days after the deadline for Class Members to cash Settlement Payment checks

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

5 14. As of the date this Order is signed, all dates and deadlines associated with the Action shall
6 be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the
7 administration of the settlement of the Action.

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9 IT IS SO ORDERED.

10 Dated: _____

11 _____
12 HON. LAURI A. DAMRELL
13 JUDGE OF THE SUPERIOR COURT
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