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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

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11 RAYMOND STODDARD and SANTIAGO) Case No. 30-2010-00395208-CU-OE-CXC
MEDINA, etc.,)
12) Hon. William Claster
Plaintiffs,) Department CX 102
13)
vs.) CLASS ACTION
14)
EQUILON ENTERPRISES, LLC, et al.,) **UPDATED SECOND REVISED**
15) **[PROPOSED] PRELIMINARY APPROVAL**
R&Ms.) **ORDER**
16)
Date: July 31, 2020
17) Time: 9:00 a.m.
Dept: CX 104
18) Complaint Filed: August 2, 2010
Trial Date: None Set
19)
20) **Reservation No. 73219881**

21
22 WHEREAS, this action is pending before this Court as a Class Action; and
23 WHEREAS, Plaintiff Santiago Medina ("Medina") has filed an unopposed
24 motion with this Court for an Order preliminarily approving the settlement of
25 the Class Action entered into by and between R & M Pacific Rim, Inc., a
26 California corporation, ("R&M") and Medina, individually and on behalf of
27 Settlement Class Members as defined therein, in accordance with their Second
28 Amended and Restated Settlement Agreement, which, together with the

1 Exhibits attached to the Second Amended and Restated Settlement Agreement,
2 sets forth the terms and conditions for a proposed partial settlement of the Class
3 Action; and the Court having read and considered the Second Amended and
4 Restated Settlement Agreement and the Exhibits attached thereto;

5 NOW, THEREFORE, IT IS HEREBY ORDERED:

6 1. This Preliminary Order incorporates by reference the definitions in
7 the Settlement Agreement, as filed with the Court with Medina's motion, and all
8 terms defined therein shall have the same meaning as set forth in the Second
9 Amended and Restated Settlement Agreement.

10 2. The Court hereby grants Medina's Motion for Preliminary Approval
11 of Class Action Settlement and finds the terms of the Second Amended and
12 Restated Settlement Agreement to be within the range of reasonableness of a
13 settlement that ultimately could be granted approval by the Court at a Final
14 Approval Hearing.

15 3. The Court preliminarily approves the terms of the Second Amended
16 and Restated Settlement Agreement and finds that they fall within the range of
17 approval as fair, adequate, and reasonable. The Court hereby preliminarily finds
18 that the Settlement Agreement is the product of informal, non-collusive
19 negotiations conducted at arms' length by the parties. The Court has considered
20 the estimate of the Class Members' total recovery, R&M's potential liability, the
21 allocation of settlement proceeds among Class Members, including the two
22 subclasses, and the fact that a settlement represents a compromise of the
23 parties' respective positions rather than the result of a finding of liability at
24 trial. The assistance of an experienced mediator in the settlement process
25 supports the Court's conclusion that the Settlement is non-collusive and
26 reasonable. The Settlement is presumptively valid.

27 4. For purposes of the Settlement only, the Court finds that the
28 proposed Settlement Class is ascertainable and that there is a sufficiently well-

1 defined community of interest among the members of the Settlement Class in
2 questions of law and fact. Therefore, the Court preliminarily certifies as the
3 Settlement Class, for settlement purposes only, all persons who were employed
4 by R&M and who worked at a Shell branded station operated by R&M and
5 owned by Equilon Enterprises, LLC at any time during the period from August
6 2, 2006 to September 1, 2008. The Settlement Class consists of the Settlement
7 Misclassification Subclass, consisting of all Settlement Class Members during
8 any portion of the Class Period that they were declared by R&M as exempt
9 employees and paid a salary. and the Settlement Break Subclass, consisting of
10 all Settlement Class Members during any portion of the Class Period that they
11 were non-exempt hourly wage employees.

12 5. For purposes of the Settlement only, Medina is approved as the
13 Class Representative.

14 6. For purposes of the Settlement only, Bleau Fox, a Professional Law
15 Corporation, is appointed and approved as Class Counsel.

16 7. The Court hereby appoints and approves Phoenix Settlement
17 Administrators as the Settlement Administrator.

18 8. After balancing the privacy interests of the Settlement Class as
19 asserted by R&M, the Court finds that in order for the Class Notice to be mailed
20 to the Settlement Class at their last known address based upon R&M's
21 employment records, that the Settlement Administrator and Class Counsel have
22 sufficient information to locate Settlement Class members and that the
23 Settlement Administrator and Class Counsel have sufficient information to
24 prorate Individual Settlement payments for each subclass, it is necessary and
25 appropriate, without prior notice to the Settlement Class, that R&M be
26 authorized and directed to provide to the Settlement Administrator and Class
27 Counsel the Class Information to be used solely for the purposes of settlement of
28 this Class Action. Having so determined, the Court hereby orders R&M to so

1 provide to the Settlement Administrator and Class Counsel the Class
2 Information to be so used.

3 9. A hearing ("Final Approval Hearing") shall be conducted before this
4 Court on February 19, 2021 at 9:00 a.m., in Department CX104, to determine
5 whether the proposed settlement of the Class Action on the terms and conditions
6 provided for in the Settlement Agreement is fair, reasonable and adequate,
7 whether said settlement should be finally approved by the Court, and whether a
8 Final Approval Order and Judgment should be entered herein.

9 10. The Court hereby approves, as to form and content, the Class Notice,
10 Information Sheet and Request for Exclusion Form attached as Exhibit 1 to the
11 Second Amended and Restated Settlement Agreement.

12 11. The Court approves the requirements for disputing the information
13 upon which Settlement Class Members' share of the Settlement will be
14 calculated, objecting to the Settlement, and excluding Settlement Class
15 Members who timely and properly request to be excluded from the Settlement
16 Class, all as provided in the Second Amended and Restated Settlement
17 Agreement. The Court finds that the procedures and requirements for
18 submitting objections in connection with the Final Approval Hearing are
19 intended to ensure the efficient administration of justice and the orderly
20 presentation of any Settlement Class Member's objection to the Settlement, in
21 accordance with the due process rights of all Settlement Class Members.

22 12. The Court finds that the mailing of the Class Notice substantially in
23 the manner and form as set forth in the Second Amended and Restated
24 Settlement Agreement and this Preliminary Approval Order meets the
25 requirements of *California Rules of Court* Rules 3.766(d) and 3.769(f), California
26 Code of Civil Procedure section 382, California Civil Code section 1781, other
27 applicable law, and due process, and is the best notice practicable under the
28

1 circumstances, and shall constitute valid, due and sufficient notice to all
2 Settlement Class Members.

3 13. The Court hereby authorizes the Settlement Administrator to mail
4 or cause to be mailed to Settlement Class Members the Class Notice, completed
5 Information Sheet and the Request for Exclusion Form. Such documents shall
6 be sent by First Class U.S. mail, postage prepaid. Mailing of the Class Notice
7 shall occur within Sixty (60) days after the entry of this Preliminary Approval
8 Order. The Class Notice, completed Information Sheet and the Request for
9 Exclusion Form shall be mailed using the information provided by R&M in the
10 Class Information, as updated, to the extent that Class Notices are returned
11 undeliverable, by the Settlement Administrator as provided in the Second
12 Amended and Restated Settlement Agreement. Class Counsel may provide
13 additional updated mailing and/or emailing addresses to the Settlement
14 Administrator. If these procedures are followed, notice to Class Members shall
15 be deemed to have been satisfied, and if the intended recipient of the Class
16 Notice does not receive the Class Notice, the intended recipient shall
17 nevertheless remain a Settlement Class Member and shall be bound by all terms
18 of the Settlement Agreement and this Preliminary Approval Order. The
19 Settlement Administrator shall provide periodic reports to Class Counsel and
20 Defense Counsel.

21 14. Prior to forty-six days following the entry of this Preliminary
22 Approval Order, Class Counsel shall serve and file its application for a Class
23 Counsel Award and litigation costs and expenses as well as any application for a
24 Service Award.

25 15. Five days prior to the Final Approval Hearing, Class Counsel shall
26 serve and file the declaration of the Settlement Administrator containing the
27 information required by the Second Amended and Restated Settlement
28 Agreement.

1 16. The Court reserves the right to adjourn or continue the date of the
2 Final Approval Hearing without further notice to Class Members, and retains
3 jurisdiction to consider all further applications or motions arising out of or
4 connected with the proposed settlement.

5 IT IS SO ORDERED.

6 Dated: September 4, 2020

7 _____
8 William D. Claster
9 Judge of the Superior Court

10 APPROVED AS TO FORM AND CONTENT.

11 Dated: September 4, 2020

12 BLEAU FOX
13 A Professional Law Corporation

14 By: /s/ Samuel T. Rees
15 SAMUEL T. REES

16 Attorneys for Plaintiff and the Plaintiff Class

17 Dated: September 4, 2020

18 KRING & CHUNG LLP

19 By: /s/ Allyson K. Thompson
20 ALLYSON K. THOMPSON

21 Attorneys for R&M PACIFIC RIM, INC.
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 580 West Empire Avenue, Burbank, California 91504.

On September 4, 2020, I served the foregoing document(s) described as **UPDATED SECOND REVISED [PROPOSED] PRELIMINARY APPROVAL ORDER** on the interested parties to this action who are listed on the attached Service List by electronically serving those persons at the electronic addresses noted therein.

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

FEDERAL: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct of my own personal knowledge, and that I am employed in the office of a member of the Bar of this Court at whose discretion this service was made.

Executed on September 4, 2020, at Burbank, California.

/s/ Nathan Childress

Nathan Childress

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SERVICE LIST

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