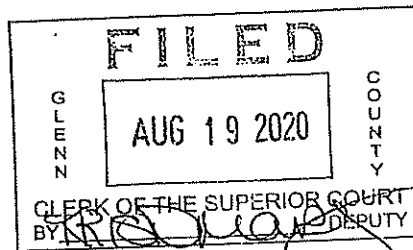


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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF GLENN**

14 FRANCISCO ZARATE, as an individual
15 and on behalf of all others similarly situated,
16
17 Plaintiff,

17 vs.

18 JOHNS MANVILLE, a Delaware
19 corporation; and DOES 1 through 100,
20
21 Defendants.

Case No. 18CV01859

[Assigned for all purposes to the Hon. Donald Cole Byrd, Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 19, 2020
Time: 2:30 p.m.
Dept.: 1

Action Filed: September 4, 2018
Action Removed: January 9, 2019
Action Remanded: January 31, 2020
Trial Date: None Set

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[PROPOSED] ORDER

The Motion of Plaintiff Francisco Zarate (“Plaintiff”) for Preliminary Approval of Class Action Settlement came regularly for hearing before this court on August 19, 2020, at 2:30 p.m. The Court, having considered the proposed Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt filed concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class 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 Fairness 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 arms’-length negotiations conducted after Plaintiff and 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. 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:

Settlement Class – all non-exempt employees employed by Johns Manville in California from November 13, 2014, through the date of preliminary approval of the settlement.

1 4. For purposes of the Settlement, the Court designates named Plaintiff Francisco
2 Zarate as Class Representative, and designates Fletcher W. Schmidt, Paul K. Haines, and Matthew
3 K. Moen 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 Settlement Award (collectively referred to as the “Notice
8 Packet”) attached as Exhibit 2 to the Declaration of Fletcher W. Schmidt.

9 7. The Court finds that the form of notice to the Settlement Class regarding the
10 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
11 Members, constitute the best notice practicable under the circumstances, and constitute valid, due,
12 and sufficient notice to all Settlement Class Members. The form and method of giving notice
13 complies fully with the requirements of California Code of Civil Procedure § 382, California Civil
14 Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States
15 Constitutions, and other applicable law.

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

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

22 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
23 Settlement Class Members in accordance with the terms of the Settlement.

24 11. The Class Notice shall provide at least 60 calendar days’ notice for Settlement
25 Class Members to submit disputes, opt-out of, or object to the Settlement.

26 12. The Final Approval Hearing on the question of whether the Settlement Agreement
27 should be finally approved as fair, reasonable and adequate is scheduled on
28 December 16, 2020 at 2:30 a.m. / (p.m.) in Department 1 of this Court, located

1 at 526 West Sycamore St, Willows, California 95988. The Court reserves the right to continue
 2 the date of the Final Approval Hearing without further notice to the Settlement Class Members.
 3 The Court retains jurisdiction to consider all further applications arising out of or in connection
 4 with the Settlement Agreement.

5 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
 6 Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b)
 7 whether a judgment granting final approval of the Settlement should be entered; and (c) whether
 8 Plaintiff's Incentive Award, settlement administration costs, payment to the California Labor and
 9 Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private
 10 Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys'
 11 fees and costs should be granted.

12 14. Counsel for the parties shall file memoranda, declarations, or other statements and
 13 materials in support of their request for final approval of the Settlement, Plaintiff's Incentive
 14 Award, settlement administration costs, payment to the LWDA for its share of PAGA penalties,
 15 and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to
 16 the time limits set by the Code of Civil Procedure and the California Rules of Court.

17 15. An implementation schedule is provided below (assuming the Court grants
 18 preliminary approval of the Settlement on August 19, 2020):

Event	Date
Defendant to provide Class List to Settlement Administrator no later than:	August 29, 2020
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	September 8, 2020
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	November 7, 2020
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 28 calendar days prior to Final Approval Hearing
Final Approval Hearing	<input checked="" type="checkbox"/> December 16, 2020, at 2:30 p.m. <input type="checkbox"/> _____ at _____ a.m./p.m.

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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.

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

IT IS SO ORDERED.

Dated: Aug 19, 2020


Honorable ~~Donald Cole Byrd~~ Aticia Ekland
Judge of the Superior Court