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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX LITIGATION CENTER

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MARJA SA

6 Attorneys for Plaintiff
and the Plaintiff Class
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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
MEDINA, etc.,

12 Plaintiffs,

13 vs.

14 EQUILON ENTERPRISES, LLC, et al.,

15 R&Ms.
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Case No. 30-2010-00395208-CU-OE-CXC

Hon. William Claster
Department CX 102

CLASS ACTION

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Date: March 13, 2020
Time: 9:00 a.m.
Dept: CX 104
Complaint Filed: August 2, 2010
Trial Date: None Set

Reservation No. 73219881

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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 Class
27 Members as defined therein, in accordance with their Settlement Agreement,
28 which, together with the Exhibits attached to the Settlement Agreement, sets

1 forth the terms and conditions for a proposed partial settlement of the Class
2 Action; and the Court having read and considered the Settlement Agreement
3 and the Exhibits attached thereto;

4 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

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

25 4. For purposes of the Settlement only, the court finds that the
26 proposed Settlement Class is ascertainable and that there is a sufficiently well-
27 defined community of interest among the members of the Settlement Class in
28 questions of law and fact. Therefore, the Court preliminarily certifies as the

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

10 5. For purposes of the Settlement only, Medina is approved as the
11 Class Representative.

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

14 7. The Court hereby appoints and approves Phoenix Settlement
15 Administrators as the Settlement Administrator.

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

1 9. A hearing ("Final Approval Hearing") shall be conducted before this
2 Court on _____, 2020, at ____ a.m., in Department CX104, to
3 determine whether the proposed settlement of the Class Action on the terms and
4 conditions provided for in the Settlement Agreement is fair, reasonable and
5 adequate, whether said settlement should be finally approved by the Court, and
6 whether a Final Approval Order and Judgment should be entered herein.

7 10. The Court hereby approves, as to form and content, the Class Notice
8 and Claim Form attached as Exhibits 1 and 2 to the Settlement Agreement.

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

19 12. The Court finds that the mailing of the Class Notice and Claim
20 Form substantially in the manner and form as set forth in the Settlement
21 Agreement and this Preliminary Approval Order meets the requirements of
22 *California Rules of Court* Rules 3.766(d) and 3.769(f), California Code of Civil
23 Procedure section 382, California Civil Code section 1781, other applicable law,
24 and due process, and is the best notice practicable under the circumstances, and
25 shall constitute valid, due and sufficient notice to all Settlement Class Members.

26 13. The Court hereby authorizes the Settlement Administrator to mail
27 or cause to be mailed to Settlement Class Members the Class Notice and Claim
28 Form. Such documents shall be sent by First Class U.S. mail, postage prepaid.

1 Mailing of the Class Notice shall occur within Sixty (60) days after the entry of
2 this Preliminary Approval Order. The Class Notice and Claim Form shall be
3 mailed using the information provided by R&M in the Class Information, as
4 updated, to the extent that Class Notices are returned undeliverable, by the
5 Settlement Administrator as provided in the Settlement Agreement. Class
6 Counsel may provide additional updated mailing and/or emailing addresses to
7 the Settlement Administrator. If these procedures are followed, notice to Class
8 Members shall be deemed to have been satisfied, and if the intended recipient of
9 the Class Notice does not receive the Class Notice, the intended recipient shall
10 nevertheless remain a Settlement Class Member and shall be bound by all terms
11 of the Settlement Agreement and this Preliminary Approval Order. The
12 Settlement Administrator shall provide periodic reports to Class Counsel and
13 Defense Counsel.

14 14. Before Class Notices and Claim Forms are mailed, the Settlement
15 Administrator shall compile a list of all Settlement Class Members' social
16 security numbers provided by R&M in the Class Information and send those
17 names and social security numbers to the Social Security Administration for
18 verification. Upon receipt of a report from the Social Security Administration
19 with any Class Member names that do not match the social security number
20 provided by R&M, commonly called "TIN matching," the Settlement
21 Administrator shall then either obtain a substitute IRS Form W-9 from that
22 Responding Settlement Class Members or, if a properly completed IRS Form W-
23 9 is not obtained, utilize backup withholding on their Individual Settlement
24 Payments.

25 15. The Court hereby finds that Settlement Class Members who wish to
26 receive their Individual Settlement Payment must complete, sign and return by
27 facsimile, by First Class U.S. mail, postage prepaid or online through a website
28 which the Settlement Administrator is authorized to establish for the

1 settlement, or otherwise deliver, the Claim Form (attached as Exhibit 2 to the
2 Settlement Agreement) to the Settlement Administrator in accordance with the
3 instructions and deadline specified in the Class Notice.

4 16. Prior to forty-six days following the entry of this Preliminary
5 Approval Order, Class Counsel shall serve and file its application for a Class
6 Counsel Award and litigation costs and expenses as well as any application for a
7 Service Award.

8 17. Five days prior to the Final Approval Hearing, Class Counsel shall
9 serve and file the declaration of the Settlement Administrator containing the
10 information required by the Settlement Agreement.

11 18. The Court reserves the right to adjourn or continue the date of the
12 Final Approval Hearing without further notice to Class Members, and retains
13 jurisdiction to consider all further applications or motions arising out of or
14 connected with the proposed settlement.

15 IT IS SO ORDERED.

16 Dated: _____, 2020

William D. Cluster
Judge of the Superior Court

18 APPROVED AS TO FORM AND CONTENT.

19 Dated: December 18, 2019

BLEAU FOX
A Professional Law Corporation

21 By: /s/ Samuel T. Rees
22 SAMUEL T. REES

23 Attorneys for Plaintiff and the Plaintiff Class

24 Dated: December 18, 2019

KRING & CHUNG LLP

25 By: /s/ Allyson K. Thompson
26 ALLYSON K. THOMPSON

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

I am employed in the Parish of Orleans, State of Louisiana. I am over the age of 18 and not a party to the within action; my business address is 26 Muirfield Place, New Orleans, Louisiana 70131.

On February 7, 2020, I served the foregoing document(s) described as **[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 February 7, 2020, at Burbank, California.

/s/ Samuel T. Rees

Samuel T. Rees

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SERVICE LIST

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