

08/19/2022

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF TULARE**

11 CARL HANEY, as an individual and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15 PENINSULA PACKAGING, LLC, a
16 California limited liability company; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No.: VCU285695

[Assigned for all purposes to the Hon. Bret
D. Hillman, Dept. 7]

MAA
[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED EX PARTE
APPLICATION FOR PRELIMINARY
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT

Date: August 19, 2022

Time: 8:30 A.M.

Dept.: 7

Complaint Filed: January 25, 2021

FAC Filed: January 6, 2022

Trial Date: None Set

1 Plaintiff Carl Haney's ("Plaintiff") Ex Parte application for an Order Granting
2 Preliminary Approval of Amended Class Action Settlement was filed with the Court on
3 August 18, 2022, and a hearing was held before this Court on August 19, 2022. Appearances
4 by counsel for Plaintiff and Defendant Peninsula Packaging, LLC ("Defendant") (together, the
5 "Parties") were noted on the record.

6 Having considered Amended Stipulation of Settlement ("Amended Settlement
7 Agreement") and all other papers filed in this action, the Court HEREBY FINDS AND
8 ORDERS as follows:

9 1. This Court grants preliminary approval of the Amended Settlement Agreement
10 between Plaintiff and Defendant filed herewith. The Amended Settlement Agreement appears
11 to be fair, adequate, and reasonable to the Settlement Class.

12 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record, have reached an agreement to settle the class and PAGA claims in the
14 case as set forth in the Amended Settlement Agreement, on behalf of the Settlement Class (as
15 defined below and in the Amended Settlement Agreement).

16 All non-exempt employees of Defendant in the state of California
17 who were allegedly underpaid sick pay while working on Shifts B
18 or C, and whose employment ended (either voluntarily or
19 involuntarily) at any time from January 25, 2018 to October 27,
2021 (the "Class Period").

20 3. Should for whatever reason the Amended Settlement Agreement not become
21 Final, the fact that the Parties were willing to stipulate to certification of a class as part of the
22 Amended Settlement Agreement shall have no bearing on, or be admissible in connection with,
23 the case or the issue of whether a class should be certified in a non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiff Carl Haney as the Class
25 Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. as
26 Class Counsel for the Settlement Class. Class Counsel is authorized to act on behalf of the
27 Settlement Class with respect to all acts or consents required by, or which may be given,
28 pursuant to the Amended Settlement Agreement, and such other acts reasonably necessary to

1 finalize the Amended Settlement Agreement and its terms. Any Settlement Class Member
2 may enter an appearance through his or her own counsel at such Settlement Class Member's
3 own expense. Any Settlement Class Member who does not enter an appearance or appear on
4 his or her own behalf will be represented by Class Counsel.

5 5. The Court hereby approves the terms and conditions provided for in the
6 Amended Settlement Agreement. ^{AS ORDERED BY THE COURT'S RULING OF 8/19/22} The Court finds that on a preliminary basis the Amended
7 Settlement Agreement falls within the range of reasonableness of a settlement and appears to
8 be presumptively valid, subject only to any objections that may be raised at the final fairness
9 hearing and final approval by the Court. It appears to the Court on a preliminary basis that the
10 settlement is fair, adequate, and reasonable as to all potential Settlement Class Members when
11 balanced against the probable outcome of further litigation relating to liability, class
12 certification, and damages issues. It also appears that investigation and research into the
13 claims, liability, and damages have been conducted so that counsel for the Settling Parties are
14 able to reasonably evaluate their respective positions. It appears to the Court that settlement at
15 this time will avoid substantial additional costs by all Settling Parties, as well as avoid the
16 delay and risks that would be presented by the further prosecution of the Litigation. It also
17 appears that settlement has been reached as a result of intensive, serious, and non-collusive
18 arm's length negotiations.

19 6. The Court hereby approves the following dates:

Description	Date
Class Data to Settlement Administrator	10 business days after the Court enters the Order granting preliminary approval
Class Notice Distribution	10 business days after receiving Class Data
Opt Out / Objection Deadline	45 calendar days after initial Class Notice distribution
Opt Out / Objection Deadline (for re-mailed notices)	14 calendar days extension from date of re-mailing

Final Approval Filing Deadline	16 court days before the Final Approval Hearing
Final Approval Hearing	<u>12/6/22</u> , 2022, at <u>8:30 AM</u>

A final fairness hearing on the question of whether the proposed Amended Settlement Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor Workforce & Development Agency, and the enhancement payment to the Class Representative should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for DECEMBER 6, 2022, at 8:30 AM in this Court. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the final fairness hearing.

7. The Court hereby approves, as to form and content, the Notice of Class Action Settlement ("Class Notice") to be sent to Settlement Class Members, which is attached to the Amended Settlement Agreement. The Court finds that distribution of the Class Notice to Settlement Class Members substantially in the manner and form set forth in the Amended Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

8. The Court appoints and designates Phoenix Settlement Administrators as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class Notice to Settlement Class Members using the procedures set forth in the Amended Settlement Agreement.

9. Any Settlement Class Member may choose to opt out of and be excluded from the Settlement as provided in the Amended Settlement Agreement and Class Notice, and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the Settlement will not be bound by the Amended Settlement Agreement or have any right to object, appeal, or comment thereon. Any requests for exclusion must be in writing and signed by each such Settlement Class Member opting out and must otherwise comply with the

1 requirements delineated in the Class Notice. Settlement Class Members who have not
2 requested exclusion by submitting a valid and timely request by the deadline shall be bound by
3 all determinations of the Court, the Amended Settlement Agreement, and Judgment.

4 10. Any Settlement Class Member may object to the Amended Settlement
5 Agreement or express his or her views regarding the Amended Settlement Agreement, and
6 may present evidence and file briefs or other papers that may be proper and relevant to the
7 issues to be heard and determined by the Court as provided in the Notice.

8 11. The Court reserves the right to adjourn or continue the date of the Settlement
9 Fairness Hearing and all dates provided for in the Amended Settlement Agreement without
10 further notice to the Settlement Class, and retains jurisdiction to consider all further
11 applications arising out of or connected with the Amended Settlement Agreement.

12 IT IS SO ORDERED.

13
14 DATED: _____

8-19-22



15 HON. BRET D. HILLMAN
16 SUPERIOR COURT OF CALIFORNIA
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