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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 06 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RICARDO AGUILAR, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

PRECISION HERMETIC TECHNOLOGY, INC., a California corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVSB2128517
[Consolidated With Case No. CIVSB2203535]

Assigned for All Purposes to:
Honorable David Cohn
Department S-26

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

Hearing Date: December 2, 2022
Hearing Time: 10:00 a.m.
Hearing Place: Department S-26

Complaint Filed: October 7, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable David Cohn presiding, on December 2, 2022 at 10:00 a.m. The Court having
4 considered the papers submitted in support of the Motion, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The following Class is conditionally certified for purposes of settlement only: all
7 individuals currently or formerly employed by Defendant Precision Hermetic Technology, Inc.
8 (“Defendant”), either directly or through any subsidiary, staffing agency, or professional employer
9 organization, as a non-exempt hourly-paid employee within the State of California during the time
10 period from April 9, 2017, through July 17, 2022 (“Class,” “Class Members,” and Class Period”).

11 2. The Court grants preliminary approval of the settlement based upon the terms set
12 forth in the Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,”
13 or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement
14 Agreement. Capitalized terms shall have the definitions set forth in the Settlement Agreement.

15 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,
16 and reasonable to the Class. The Settlement Agreement falls within the range of reasonableness
17 and appears to be presumptively valid, subject only to any objections that may be raised at the
18 Final Approval Hearing and final approval by this Court.

19 4. Plaintiffs Ricardo Aguilar and Adrian De La Torre (“Plaintiffs”) are conditionally
20 approved to serve as the Class Representatives.

21 5. Douglas Han, Shunt Tatavos-Gharajeh, and John Bickford of Justice Law
22 Corporation are conditionally approved as Class Counsel for the Class.

23 6. The Court confirms Phoenix Class Action Administration Solutions (“Phoenix”) as
24 the Settlement Administrator.

25 7. The proposed Gross Settlement Amount of \$304,884 is conditionally approved.

26 8. The proposed payment of the Attorney Fee Award to Class Counsel not to exceed
27 one-third (1/3) of the Gross Settlement Amount, or \$101,628, and Cost Award to Class Counsel
28 for actual litigation costs incurred not to exceed \$15,000 are conditionally approved.

1 9. The proposed payment of the Class Representative Enhancement Payments of
2 \$10,000 to each Plaintiff for their services as the Class Representatives are conditionally approved.

3 10. The proposed payment of the Administration Costs not to exceed \$10,000, to
4 Phoenix for its services is conditionally approved.

5 11. The Court also conditionally approves the payment of the Private Attorneys
6 General Act of 2004 (“PAGA”) Payment of \$20,000 the Parties have allocated for the settlement
7 of the claims for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five
8 percent (75%) of the PAGA Payment (\$15,000) will be paid to the California Labor and Workforce
9 Development Agency, and the remaining twenty-five percent (25%) of the PAGA Payment
10 (\$5,000) shall be part of the Net Settlement Amount distributed to the aggrieved employees eligible
11 to recover the PAGA Payment that consist of all individuals employed as non-exempt hourly
12 workers by Defendant within the State of California from December 10, 2020 through July 17,
13 2022, on a pro rata basis.

14 12. A Final Approval Hearing on the question of whether the Settlement, Attorney Fee
15 Award, Cost Award, and Class Representative Enhancement Payments should be finally approved
16 as fair, reasonable, and adequate as to all Class Members who do not submit a valid and timely
17 request to exclude themselves from the Settlement (“Participating Class Members”) is scheduled
18 on the date and time set forth in paragraph 16 below.

19 13. The Court approves, as to form and content, the Notice of Class Action Settlement
20 (“Class Notice”), as attached as **Exhibit A** to the Agreement. The Court approves the procedure
21 for Class Members to participate in, to opt out of, and to object to the Agreement as set forth in
22 the Class Notice. The Court approves, as to form and content, the Election Not To Participate in
23 the Settlement or Opt-out Form (“Exclusion Form”) the Class Members must use to exclude
24 themselves from the Agreement, other than the release of claims under PAGA, as attached as
25 **Exhibit B** to the Agreement.

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1 14. The Court directs the mailing of the Class Notice and Exclusion Form (collectively,
2 known as the “Notice Packet”) to all identified Class Members via first-class regular U.S. Mail in
3 accordance with the implementation schedule set forth in paragraph 16 below. The Court finds the
4 dates selected for the mailing and distribution of the Notice Packet, as set forth in the
5 Implementation Schedule, meet the requirements of due process, provide the best notice
6 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
7 entitled.

8 15. To facilitate administration of the Settlement pending final approval, the Court
9 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
10 administrative proceedings (including, but not limited to, filing claims with the Division of Labor
11 Standards Enforcement of the California Department of Industrial Relations) based on claims
12 released by the Settlement (“Released Claims”) unless and until such Class Members have filed
13 valid requests for exclusion with the Settlement Administrator and the time for filing valid requests
14 for exclusion with the Settlement Administrator has not elapsed.

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

a.	Deadline for Defendant to submit Class List to Settlement Administrator	Within twenty-one (21) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within fourteen (14) calendar days after the receipt of the Class List from Defendant
c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within forty-five (45) calendar days from the initial mailing of the Notice Packet
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Deadline for Class Counsel to file Motion for Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
g.	Final Approval Hearing and Final Approval	<u>4-3-23</u> at <u>10:00</u> a.m. /p.m. in Department S-26

IT IS SO ORDERED.

Dated: 12/6/22

By: 
Honorable David Cohn
Judge of the Superior Court