

FILED

KERN COUNTY SUPERIOR COURT

3/08/2023

BY Urena, Veronica
DEPUTY

1 ZACHARY CROSNER (SBN 272295)
2 MICHAEL CROSNER (SBN 41294)
3 JAMIE SERB (SBN 289601)
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10 Counsel for Plaintiff JACOB SANCHEZ

11 SUPERIOR COURT OF CALIFORNIA

12 IN AND FOR THE COUNTY OF KERN

13 JACOB SANCHEZ, as an individual and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 SOLI-BOND, INC., a California
18 corporation and DOES 1-50, Inclusive,

19 Defendants..

CASE NO.: BCV-19-102195

Assigned for All Purposes to:
Hon. David Zulfa
Div. J

~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: February 1, 2023
Time: 8:30 a.m.
Div.: J

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Joint Stipulation of Settlement and Release of Claims attached as Exhibit 1 to
5 the Declaration of Zachary M. Crosner in support of Plaintiff's unopposed Motion for Preliminary
6 Approval of Class Action Settlement, filed on or about January 6, 2023 (the "Settlement
7 Agreement"), is within the range of possible recovery and, subject to further consideration at the
8 Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and
9 adequate. The Court, for purposes of this Order, adopts all defined terms as set forth in the
10 Settlement Agreement.

11 2 For purposes of settlement only, the Court provisionally and conditionally certifies
12 the following class: all individuals employed by Soli-Bond, Inc. ("Soli-Bond") as a non-exempt
13 employee in California during the Class Period from August 5, 2015 through July 15, 2022."

14 3. The Court finds the Settlement Class, consisting of at least 90 members, is so
15 numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of Soli-Bond.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact, and these common questions include (1) whether Soli-Bond paid Settlement Class
20 Members for all wages due, including overtime wages; (2) whether Soli-Bond provided Settlement
21 Class Members will all required meal periods or compensation in lieu thereof; (3) whether Soli-
22 Bond provided Settlement Class Members will all required rest periods or compensation in lieu
23 thereof; (4) whether Soli-Bond provided the Settlement Class Members with compliant itemized
24 wage statements, and (5) whether Soli-Bond provided the Settlement Class Members with all
25 owed wages upon separation of employment.

26 5. The Court finds further the claims of named Plaintiff Jacob Sanchez are typical of
27 the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the
28 Settlement Class. Accordingly, the Court appoints Jacob Sanchez as the Class Representative, and

1 appoints his counsel of record, Zachary M. Crosner and Chad Saunders, and Crosner Legal, PC, as
2 Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The Court
9 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
10 Members of the terms of the Settlement and their rights thereunder, including the right to object to
11 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
12 from the Settlement and the procedure for doing so, their right to obtain a portion of the
13 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
14 Notice of Class Action Settlement and the procedure for providing Notice set forth in the
15 Settlement Agreement, all are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Phoenix Settlement Administrators as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Settlement Agreement, along with a postage pre-paid return
20 envelope, and to otherwise carry out all other duties set forth in the Settlement Agreement. The
21 Parties are ordered to carry out and comply with all terms of this Order and the Settlement
22 Agreement, and particularly with respect to providing the Settlement Administrator all
23 information necessary to perform its duties under the Settlement Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
26 Counsel or any proposed representative enhancement to the Class Representatives, shall have sixty
27 (60) days from the mailing of the Class Notice to submit his or her comments and/or objection to
28 the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.


1 10. Any member of the Settlement Class who wishes to exclude themselves from the
2 Settlement shall have sixty (60) days from the mailing of the Class Notice to submit his or her
3 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
4 and Class Notice.

5 11. The Settlement Administrator is ordered to file a declaration in advance of the Final
6 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further
7 attaching and authenticating all Objections, if any.

8 12. A Final Approval Hearing is hereby set for June 23, 2023, at 8:30 a.m. in Division
9 J of the Kern County Superior Court, to consider any objections to the Settlement, determine if the
10 proposed Settlement should be found fair, adequate and reasonable and given full and final
11 approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class
12 Counsel, the amount of any representative enhancement award to the Class Representative, and to
13 approve the fees and costs payable to the Settlement Administrator. All legal memoranda,
14 affidavits, declarations, or other evidence in support of the request for final approval, the award of
15 attorney's fees and costs to Class Counsel, the enhancement awards to the Class Representatives,
16 and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16)
17 court days prior to the Final Approval Hearing. The Court reserves the right to continue the Final
18 Approval Hearing without further notice to the Settlement Class Members.

19 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any
20 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
21 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

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23
24 Dated: Signed: 3/8/2023 10:45 AM



Judge of the Superior Court
David Zulfa

PROOF OF SERVICE

Jacob Sanchez v. Soli-bond Inc.

Superior Court County of Kern Case No. BCV-19-102195

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On February 28, 2023, I served true copies of the following document(s) described as

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

SEE ATTACHED SERVICE LIST

on the interested parties in this action as follows:

XX BY EMAIL OR ELECTRONIC TRANSMISSION. Based on an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from agutierrez@crosnerlegal.com to the person(s) at the email addresses listed in the service list. The email or electronic transmission was sent on the date below.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 28, 2023, at Los Angeles, California.


Ashley Gutierrez

Proof of Service

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SERVICE LIST
Jacob Sanchez v. Soli-bond Inc.
Superior Court County of Kern Case No. BCV-19-102195

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