

**ORIGINAL**

**FILED**  
Superior Court of California  
County of Los Angeles

**AUG 10 2021**

1 **GREGORY P. WONG (SBN: 204502)**

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**RECEIVED**

LOS ANGELES SUPERIOR COURT

**AUG 06 2021**

**S. DREW**

Sherril R. Carter, Executive Officer/Clerk

By Stephanie Chung Deputy

5 **Attorneys for Plaintiff**

6 **Manuel Medellin, on behalf of himself all others similarly situated, and all Aggrieved**  
7 **Employees**

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 **MANUEL MEDELLIN, on behalf of himself**  
11 **and all others similarly situated and all**  
12 **aggrieved employees,**

12 **Plaintiff,**

13 **vs.**

14 **BELDEN, INC., A Delaware Corporation dba**  
15 **ALPHAWIRE; and DOES 1 through 100,**  
16 **inclusive,**

17 **Defendants.**

**CASE NO.: 19STCV44174**

*Assigned for All Purposes to:*  
*Hon. Daniel J. Buckley, Dept. 1*

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

Date: August 10, 20251  
Time: 10:30 a.m.  
Location: Dept. 1

Action Filed: 12/10/19

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08/12/2021

1 Plaintiff Manuel Medellin's (hereinafter "Plaintiff") motion for an Order Preliminarily  
2 Approving a Class Action Settlement and setting a Final Approval Settlement Fairness Hearing was  
3 heard by the court on August 10, 2021. The Court has considered the Amended Joint Stipulation of  
4 Settlement (hereinafter the "Stipulation") and all other papers filed in this action.

5 **NOW THEREFORE, IT IS HEREBY ORDERED:**

6 1. All defined terms contained herein shall have the same meanings as set forth in the  
7 Stipulation.

8 2. The Class Representative and Defendant, through their counsel of record in the  
9 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as a  
10 whole.

11 3. The Court hereby conditionally certifies the following Class for settlement purposes  
12 only: All current and former hourly-paid or non-exempt employees who worked for Defendant within  
13 the State of California at any time within the Class Period.

14 The Court hereby conditionally certifies the following Class for settlement purposes only: the  
15 period from December 10, 2015 through the date of this Order.

16 4. Should for whatever reason the Amended Stipulation and Judgment not become Final,  
17 the fact that the parties were willing to stipulate to certification of a class as part of the Stipulation or  
18 Amended stipulation shall have no bearing on or be admissible in connection with the issue of  
19 whether a class should be certified in a non-settlement context.

20 5. The Court appoints and designates: (a) Plaintiff Manuel Medellin as the Class  
21 Representative and (b) Barkhordarian Law Firm PLC, as Class Counsel for the Class. Class Counsel  
22 is authorized to act on behalf of the Class with respect to all acts or consents required by, or which  
23 may be given, pursuant to the Stipulation, and such other acts reasonably necessary to finalize the  
24 Stipulation and its terms. Any Class Member may enter an appearance through his or her own counsel  
25 at such Class Member's own expense. Any Class Member who does not enter an appearance or  
26 appear on his or her own behalf will be represented by Class Counsel.

27 6. The Court hereby approves the terms and conditions provided for in the Amended  
28 Stipulation.

08/12/2021

1           7.       The Court hereby preliminarily approves the Amended Stipulation and the Gross  
2 Settlement Sum in the amount of \$550,000.00, which is to be distributed as follows: Out of the Gross  
3 Settlement Sum: (a) \$5,000.00 is to be paid to the Class Representative for his services to the Class;  
4 (b) a total of up to \$183,333.33 shall be paid to Class Counsel for attorneys' fees and up to \$10,000.00  
5 shall be paid to Class Counsel as reimbursement of actual costs incurred; and (c) the Claims  
6 Administrator shall be paid for its fees and costs relating to the claims administration process which  
7 is expected to not exceed \$10,000.00; and (d) \$75,000 for settlement of the claim for penalties  
8 pursuant to the Private Attorneys' General Act ("PAGA"), of which 75% will be remitted to the  
9 LWDA, and 25% to be shared amongst the aggrieved employees as provided in the Amended  
10 Stipulation. The Court further hereby preliminarily approves the formulas provided in the Amended  
11 Stipulation regarding Individual Settlement Amounts for both the Class Members and Aggrieved  
12 Employees.

13           8.       The Court finds that on a preliminary basis the Amended Stipulation appears to be  
14 within the range of reasonableness of a settlement, including the Class Representative service award,  
15 Class Counsel fees and costs, the claims administration fees and the allocation of individual  
16 settlement payments, that could ultimately be given final approval by this Court. It appears to the  
17 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential  
18 Class Members when balanced against the probable outcome of further litigation relating to liability  
19 and damages issues. It also appears that extensive and costly investigation, research, and court  
20 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably  
21 evaluate their respective positions. It appears to the Court that settlement at this time will avoid  
22 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be  
23 presented by the further prosecution of the Litigation. It also appears that settlement has been reached  
24 as a result of intensive, serious, and non-collusive, arms-length negotiations.

25           9.       A hearing (the "Settlement Fairness Hearing") shall be held before this Court on  
26 11/22/21 at 10:30 in Department 1 of the above listed Superior Court of the State of  
27 California, County of Los Angeles to determine all necessary matters concerning the Amended  
28 Stipulation, including whether the proposed settlement of the action on the terms and conditions

08/12/2021

1 provided for in the Amended Stipulation is fair, adequate, and reasonable and should be finally  
2 approved by the Court and whether a Judgment, as provided in the Amended Stipulation, should be  
3 entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and  
4 reimbursement of litigation costs and the Class Representative's service award shall also be held.

5 10. The Court hereby approves, as to form and content, the Amended Notice of Proposed  
6 Class Action Settlement to be sent to Class Members, which is attached as an exhibit to the Amended  
7 Stipulation. The Court finds that distribution of the Class Notice to Class Members substantially in  
8 the manner and form set forth in the Amended Stipulation and this Order meet the requirements of  
9 due process and shall constitute due and sufficient notice to all parties entitled thereto.

10 11. The Court appoints and designates CPT Group, Inc. as the Claims Administrator. The  
11 Court hereby directs the Claims Administrator to provide the approved Amended Notice of Proposed  
12 Class Action Settlement to Class Members using the procedures set forth in the Stipulation.

13 12. Any Class Member may choose to opt out of and be excluded from the settlement as  
14 provided in the Amended Stipulation and Class Notice and by following the instructions for  
15 requesting exclusion. Any person who timely and properly opts out of the settlement will not be  
16 bound by the Amended Stipulation or have any right to object, appeal, or comment thereon. Any Opt  
17 Out request must be signed by each such Class Member opting out and must otherwise comply with  
18 the requirements delineated in the Amended Class Notice and Opt Out Form. Class Members who  
19 have not requested exclusion by submitting a valid and timely Opt Out Form, by the Opt Out  
20 Deadline, shall be bound by all determinations of the Court, the Amended Stipulation, and Judgment.

21 13. Any Class Member may object to the Amended Stipulation or express his or her views  
22 regarding the Amended Stipulation and may present evidence and file briefs or other papers that may  
23 be proper and relevant to the issues to be heard and determined by the Court as provided in the  
24 Amended Class Notice. No Class Member, however, shall be heard or entitled to object, and no  
25 papers or briefs submitted by any such person shall be received or considered by the Court, unless on  
26 or before the Objection Deadline the Class Member or Person or his or her counsel properly filed  
27 their objections with the Court and served their objections on Class Counsel and Defense Counsel as  
28 provided in the Amended Stipulation and Class Notice. Any Class Member who does not make his

1 or her objection in the manner provided for in the Amended Stipulation and Class Notice, including  
2 by the Objection Deadline, shall be deemed to have waived such objection and shall forever be  
3 foreclosed from making any objection to the Stipulation.

4 14. Defendant must exercise any right it may have to terminate the Amended Stipulation  
5 by no later than thirty (30) calendar days after the Opt Out Deadline.

6 15. The Motion for Final Approval shall be filed by Class Representative no later than  
7 sixteen (16) court days before the Settlement Fairness Hearing.

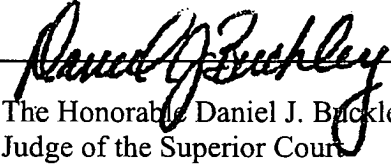
8 16. In the event that the Effective Date occurs, all Settlement Class Members and Class  
9 Representative will be deemed to have forever released and discharged the Released Claims  
10 applicable to them.

11 17. The Court reserves the right to adjourn or continue the date of the Settlement Fairness  
12 Hearing and all dates provided for in the Amended Stipulation without further notice to the Class and  
13 retains jurisdiction to consider all further applications arising out of or connected with the Amended  
14 Stipulation

15 18: IT IS FURTHER ORDERED: \_\_\_\_\_  
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18 \_\_\_\_\_  
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22 **IT IS SO ORDERED.**

23 DATED: 8/10/21

24   
25 The Honorable Daniel J. Buckley  
26 Judge of the Superior Court

08/12/2021