

FILED

KERN COUNTY SUPERIOR COURT
9/21/2022

BY Sala, Gina
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Attorneys for Plaintiff Pedro Ramos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

PEDRO RAMOS, as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”), on behalf of the State of California and other aggrieved employees,

Plaintiff,

v.

GEORG FISCHER HARVEL LLC, a Pennsylvania limited liability company; GEORG FISCHER INC., an unknown business entity; GEORG FISCHER LLC, a California limited liability company; GEORG FISCHER CENTRAL PLASTICS LLC, an Oklahoma limited liability company; GEORG FISCHER SIGNET LLC, a California limited liability company; and DOES 1 through 10, inclusive, Defendants.

Case No. BCV-21-100840

Assigned to the Hon. J. Eric Bradshaw

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

Date: September 21, 2022
Time: 8:30 a.m.
Place: Division J

Complaint Filed: April 14, 2021

1 **ORDER**

2 On September 21, 2022, this Court conducted a hearing on Plaintiff’s Motion for Preliminary
3 Approval of the Class Action Settlement (the “Motion”). Having considered the Motion and the points
4 and authorities submitted in support of the Motion, including the Joint Stipulation and Settlement
5 Agreement (“Settlement Agreement” or “Settlement”), and **GOOD CAUSE** appearing, **IT IS**
6 **HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
9 Agreement.

10 2. The Settlement Class shall be conditionally certified for settlement purposes only and
11 shall consist of all current and former non-exempt employees employed by Defendants who worked in
12 California from April 14, 2017 through May 15, 2022.

13 3. The class action settlement set forth in the Settlement Agreement, entered into among
14 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range
15 of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class
16 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or
17 before the final approval hearing.

18 4. The Court further finds that Plaintiff conducted extensive investigation and research, and
19 that he was able to reasonably evaluate his position and the strengths and weaknesses of his claims and
20 his ability to certify them. Plaintiff has provided the Court with enough information about the nature and
21 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent
22 assessment of the reasonableness of the terms to which the Parties have agreed.

23 5. The Court also finds that settlement now will avoid additional and potentially substantial
24 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

25 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
26 conditions set forth therein and the Class Settlement Amount and allocation of payments.

27 7. The rights of any potential dissenters to the proposed Settlement are adequately
28 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims

1 they may have against Defendants, or they may object to the Settlement and appear before this Court.
2 However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of
3 Class Action Settlement.

4 8. The Court approves, as to form and content, the proposed Notice of Class Action
5 Settlement (“Notice Packet”).

6 9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class
7 Members in accordance with the schedule set forth below and the other procedures described in the
8 Settlement Agreement. The Court finds that the method selected for communicating the preliminary
9 approval of the Settlement Agreement to Class Members is the best notice practicable under the
10 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies
11 due process.

12 10. The Court appoints Plaintiff Pedro Ramos as the representative for the Settlement Class
13 conditionally certified by this Order.

14 11. The Court appoints Capstone Law APC as Class Counsel. The Court finds that counsel
15 have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate
16 counsel for the Class conditionally certified by this Order.

17 12. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

18 13. The following dates shall govern for purposes of this Settlement:

| Date | Event |
|---|--|
| October 12, 2022 (or not later than 21 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later) | Last day for Defendants to produce the Class List to the Settlement Administrator. |
| October 26, 2022 (or not later than 14 calendar days after Defendants produce’ the Class List, if later) | Last day for the Settlement Administrator to mail Notice Packets to all Class Members. |
| December 12, 2022 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later) | Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement. |
| January 6, 2023 | Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Enhancement Payment. |

| Date | Event |
|-------------------------------|--|
| January 31, 2023 at 8:30 a.m. | Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment. |

14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: Signed: 9/21/2022 01:06 PM



Hon. J. Eric Bradshaw
Kern County Superior Court Judge