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15	SUPERIOR COURT OF T	HE STATE OF CALIFORNIA
16	FOR THE COUNTY OF	LOS ANGELES COUNTY
17	SERGIO ARELLANO, EDGAR MURILLO, JOHN HENRY, and CURT UYEMURA,	Case No.: 20STCV04112
18	individually, and on behalf of other members of	Assigned to the Hon. Carolyn B. Kuhl
10	the general public similarly situated,	Spring Street Courthouse; Department 12
19		[AMENDED PROPOSED] ORDER
20	Plaintiffs,	GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND COLLECTIVE
21	vs.	ACTION SETTLEMENT
		Date: March 7, 2022
22	R&B SALES AND MARKETING, INC., a	Time: 10:30 a.m.
23	Delaware corporation; TECHTRONIC INDUSTRIES NORTH AMERICA, INC., a	Place: Department 12
	Delaware corporation; and DOES 1 through 10,	
24	inclusive,	
25	Defendants.	
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ORDER

Having considered Plaintiffs' Motion for Preliminary Approval of the Class and Collective Action Settlement (the "Motion"), and the points and authorities submitted in support of the Motion, including the Amended Stipulation and Agreement to Settle Class Action ("Settlement Agreement" or "Settlement") and exhibits, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED, subject to the following findings and orders:

- This Order incorporates by reference the Settlement Agreement, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.
- 2. The Court certifies for settlement purposes only the California Settlement Class consisting of all persons employed by either Defendant in California, in a non-exempt, hourly position, at any time during the period from January 31, 2017 and March 21, 2021.
- 3. The Court certifies for settlement purposes only the Non-California Opt-in Eligible Plaintiffs as an FLSA collective. The Non-California FLSA Covered Job Positions are all persons employed by either Defendant in non-exempt, hourly positions in which the employee performed instore sales at Home Depot Stores in any state other than California during the period from three years prior to Preliminary Approval through March 21, 2021.
- 4. The class and collective action settlement set forth in the Settlement Agreement, entered into among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the final approval hearing.
- 5. The Court further finds that Plaintiffs conducted extensive investigation and research, and that they were able to reasonably evaluate their positions and the strengths and weaknesses of their claims and their ability to certify them. Plaintiffs have provided the Court with enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.
 - 6. The Court also finds that settlement now will avoid additional and potentially substantial

litigation costs, as well as delay and risks if the Parties were to continue to litigate the action.

- 7. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the Settlement Sum and allocation of payments.
- 8. The rights of any potential California Settlement Class Member dissenters to the proposed Settlement are adequately protected in that they may exclude themselves from the Settlement and proceed with any alleged claims they may have against Defendants, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.
- 9. The Court approves, as to form and content, the proposed: (i) Notice of Class,
 Collective, and Representative Action Settlement which will be issued to California Settlement Class
 Members; and (ii) Notice of Collective Action Settlement, which will be issued to Non-California Opt-In
 Eligible Plaintiffs (collectively, "Notice Packets).
- 10. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement, is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process. The Settlement Administrator will have 5 business days to re-mail any returned Notice Packets.
- 11. The Court appoints Plaintiffs Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura as the Class and Collective Action Representatives.
- 12. The Court appoints Capstone Law APC and Goldstein, Borgen, Dardarian & Ho as Class Counsel. The Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate counsel for California Settlement Class Members and Non-California Opt-In Eligible Plaintiffs.
 - 13. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

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

Date	Event
March 21, 2022 (or not later than 10 business days	Last day for Defendants to produce the Settlement
after the Court grants preliminary approval of the	Class Lists to the Settlement Administrator.
Settlement Agreement, if later)	
April 4, 2022 (or not later than 14 calendar days	Last day for the Settlement Administrator to mail
after Defendants produce' the Settlement Class	Notice Packets to all California Settlement Class
Lists, if later)	Members and Non-California Opt-In Eligible
	Plaintiffs.
June 3, 2022 (or not later than 60 calendar days	Last day for California Settlement Class Members
after the Settlement Administrator mails the Notice	to submit Requests for Exclusion or Objections to
Packets, if later)	the Settlement, and for Non-California Opt-In
	Eligible Plaintiffs to return the Opt-In Forms.
June 17, 2022	Last day for Plaintiffs to file the Motion for Final
	Approval of Class and Collective Action
FÎÁS[ĭ¦oÁsæê•Á;¦ā[¦Áq[ÁØā]æþÁŒ]]¦[çæþÁ@æðā]*	Settlement and Motion for Attorneys' Fees, Costs,
	and Service Awards.
July 12, 2022	Hearing on Motion for Final Approval of Class
	Action Settlement and Motion for Attorneys' Fees,
	Costs, and Service Awards.

15. 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: 03/16/2022

Carolyn H

Carolyn B. Kuhl/Judge

Hon. Carolyn B. Kuhl Los Angeles County Superior Court Judge

PROOF OF SERVICE 1 I am employed in the State of California, County of Los Angeles. I am over the age of 18 2 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. 3 4 On February 28, 2022, I served the document(s) described as: [AMENDED] PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF 5 **CLASSAND COLLECTIVE ACTION SETTLEMENT** on the interested parties in this action by sending [] the original $[\checkmark]$ a true copy thereof $[\checkmark]$ to interested parties as follows [or] [] as 6 stated on the attached service list: 7 Kimberly Y. Higgin, (SBN: 245174) Attorneys for Defendants 8 kimberly.higgins@pillsburylaw.com R&B SALES AND MARKETING, INC. and TECHTRONIC INDUSTRIES Paula M. Weber, (SBN: 121144) 9 paula.weber@pillsburylaw.com NORTH AMERICA, INC. PILLSBURY WINTHROP SHAW PITTMAN, 10 LLP 725 S. Figueroa Street, Suite 2800 11 Los Angeles, CA 90017-5406 Tel.: (213) 488-7327 12 Fax: (213) 629-1033 13 Laura L. Ho (173179) Attorneys for Plaintiffs 14 lho@gbdhlegal.com JOHN HENRY and CURT UYEMURA Byron Goldstein (289306) 15 brgoldstein@gbdhlegal.com GOLDSTEIN, BORGEN, DARDARIAN & HO 16 155 Grand Avenue, Suite 900 Oakland, CA 94612 17 Tel: (510) 763-9800 Fax: (510) 835-1417 18 BY MAIL (ENCLOSED IN A SEALED ENVELOPE): I deposited the envelope(s) for () mailing in the ordinary course of business at Los Angeles, California. I am "readily 19 familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service 20 that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California. 21 22 () **BY FAX TRANSMISSION:** At or before 5:00 pm, I caused said document(s) to be transmitted by facsimile. The name(s) and facsimile machine telephone number(s) of the 23 person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission 24 report confirming that the transmission was complete and without error.

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() **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

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(X) BY ELECTRONIC SERVICE: Pursuant to Court Order, I hereby certify that I caused a true and correct copy of the document(s) listed above to be served electronically on counsel of record via transmission to an electronic service provider.

1 2	() BY OVERNIGHT DELIVERY: I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto		
3 4	fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.		
5	(X) BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-		
7	mail address or e-mail of record in this action: kimberly.higgins@pillsburylaw.com ; paula.weber@pillsburylaw.com		
8	I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 28, 2022, at Los Angeles, California.		
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11	Type or Print Name Signatur		
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