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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Brenton Ratley, Deputy

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12 and on behalf of all others similarly situated.

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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16 **FOR THE COUNTY OF STANISLAUS**

17 ROSA LINDA GONZALEZ, individually and
18 on behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 DAVID LANGLEY, INC. DBA
22 ENVIRONMENTAL CONTROL; and DOES
23 1 through 20, inclusive,

24 Defendants.

Case No. CV-22-003512

*Assigned for all purposes to:
Hon. John D. Freeland, Dept. 23*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 17, 2024
Time: 8:30 a.m.
Dept.: 23

1 WHEREAS, the above-entitled actions are pending before this Court as a putative class
2 action and representative action (together, the “Action”);

3 WHEREAS, Plaintiff Rosa Linda Gonzalez (“Plaintiff”), individually and on behalf of
4 all others similarly situated and on behalf of the general public have applied to this Court for an
5 order preliminarily approving the settlement of the Action in accordance with the Class Action
6 and PAGA Settlement Agreement and Class Notice (the “Settlement” or “Agreement”) entered
7 into by Plaintiff and Defendant David Langley, Inc. dba Environmental Control (“Defendant”)
8 which sets forth the terms and conditions for a proposed settlement upon the terms and conditions
9 set forth therein; and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Fawn F. Bekam in Support of Plaintiff’s Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
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1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
3 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
6 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
7 as counsel for the Class.

8 4. Accordingly, solely for purposes of effectuating this Settlement, this Court
9 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all
10 persons currently or formerly employed by Defendant as a non-exempt employee in the State of
11 California at any time from January 30, 2018 to January 9, 2024.

12 5. Plaintiff is hereby preliminarily appointed and designated, for all purposes,
13 as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily
14 appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized
15 to act on behalf of the Class Members with respect to all acts or consents required by, or which may
16 be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
17 Settlement. Any Class Member may enter an appearance either personally or through counsel of
18 such individual's own choosing and at such individual's own expense. Any Class Member who
19 does not enter an appearance or appear on his or her own will be represented by Class Counsel.

20 6. Should, for whatever reason, the Settlement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
22 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
23 a non-settlement context.

24 7. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
26 subject to modification at final approval.

1 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
2 third of the Gross Settlement Amount (currently \$66,666.67), Class Counsel litigation expenses not
3 to exceed \$12,000.00, an Incentive Award up to \$10,000.00 to Plaintiff, payment in PAGA
4 penalties of \$10,000, and costs of administration not to exceed \$11,000.00, subject to final approval.

5 9. The Court hereby approves, as to form and content, the Class Notice, to be
6 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
7 the manner and form set forth in the Settlement and this Order, meets the requirements of due
8 process, is the best notice practicable under the circumstances, and shall constitute due and
9 sufficient notice to all persons entitled thereto.

10 10. The Court hereby appoints CPT Group, Inc. as Settlement Administrator and hereby
11 directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class
12 Notice using the procedures set forth in the Settlement Agreement. Class Members who wish to
13 participate in the settlement provided for by the Settlement Agreement do not need to respond to
14 the Class Notice.

15 11. The deadline for Defendant to provide the Class List and Data Report to the
16 Settlement Administrator is May 2, 2024.

17 12. The deadline for the Settlement Administrator to mail the Class Notice to Class
18 Members is May 16, 2024.

19 13. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
20 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
21 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
22 to \$11,000.00 as provided in the Settlement.

23 14. Any Class Member may choose to opt-out of and be excluded from the Class as
24 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
25 Class will not be entitled to any recovery under the Settlement and will not be bound by the
26 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
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1 requested exclusion/opted-out shall be Participating Class Members and bound by all
2 determinations of the Court, the Settlement, and the Final Judgment.

3 15. The deadline for Class Members to opt-out or object to the Settlement shall be July
4 16, 2024.

5 16. A Final Fairness and Approval Hearing shall be held before this Court on August
6 29, 2024 at 8:30 a.m. in Department 23 of the Superior Court for the State of California, County
7 of Stanislaus, located at 801 10th Street, Modesto, CA 95354. All papers in support of final
8 approval and related awards for fees, costs, and Plaintiff's incentive award must be filed and served
9 by August 7, 2024.

10 17. Any Participating Class Member must object to the Settlement by following the
11 instructions for submitting written objections that are set forth in the Settlement Agreement and
12 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
13 final authority with respect to the consideration and admissibility of any objections. Any
14 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

15 18. The Settlement is not a concession or admission, and shall not be used against the
16 Released Parties, as an admission or indication with respect to any claim of any fault or omission
17 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
18 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
19 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
20 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
21 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
22 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

23 19. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
24 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
25 are hereby stayed.


26 20. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
27 of the Class Members for all matters relating to this Action, and this Settlement, including
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1 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
2 enforcement of this Settlement and this Order.

3 21. The Court reserves the right to adjourn or continue the date of any hearing and all
4 dates provided for in the Settlement without further notice to Class Members, and retains
5 jurisdiction to consider all further applications arising out of or connected with the proposed
6 Settlement.

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DATED: 5/6/2024



Honorable John D. Freeland
JUDGE OF THE SUPERIOR COURT