

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

05/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By:                     N. Navarro                     Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – COMPLEX CIVIL DEPARTMENT**

JOHN ARIAS, individually, and on behalf of all  
others similarly situated; and JEFFREY  
HENSLEY, individually, and on behalf of all  
others similarly situated,

*Plaintiffs,*

v.

FLOWSERVE US, INC.; and DOES 1 through  
10, inclusive,

*Defendants.*

Case No. 22STCV27829

**CLASS ACTION AND  
REPRESENTATIVE ACTION**

[Assigned for all purposes to: Hon. Laura  
Seigle, Dept. 17]

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

**PRELIMINARY APPROVAL HEARING**

Date: May 23, 2024

Time: 9:00 a.m.

Dept: 17

1           The Court has before it Plaintiffs John Arias and Jeffrey Hensley’s (“Plaintiffs”)  
2 Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Amended  
3 Motion for Preliminary Approval of Class Action Settlement, the Declaration of Nicol E.  
4 Hajjar, the Stipulation for Class Action Settlement (which is referred to here as the  
5 “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders as  
6 follows:

7           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary  
9 approval. The Court grants preliminary approval of the Settlement and the Settlement Class  
10 based upon the terms set forth in the Settlement Agreement between Plaintiffs John Arias,  
11 Jeffrey Hensley and Defendant Flowserve US, Inc. (“Defendant”), attached to the Declaration  
12 of Nicol E. Hajjar, Esq. in Support of Plaintiffs’ Amended Motion for Preliminary Approval  
13 of Class Action Settlement as Exhibit 1.

14           2.       The Settlement falls within the range of reasonableness of a settlement which  
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
16 subject only to any objections that may be raised at the Final Approval Hearing and final  
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund  
18 of \$1,000,000.00 to cover (a) settlement payments to class members who do not validly opt  
19 out; (b) a \$37,500.00 payment to the State of California, Labor & Workforce Development  
20 Agency for its share of the settlement of claims for penalties under the Private Attorneys  
21 General Act; (c) Class Representative service payment of up to \$15,000.00 for Plaintiffs John  
22 Arias and Jeffrey Hensley and Plaintiff Esteban Romo of the Related Case (22STCV27551);  
23 (d) Class Counsel’s attorneys’ fees, not to exceed 33-1/3% of the Gross Settlement Amount  
24 (\$333,000.00), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class  
25 Counsel; and (e) Settlement Administration Costs of approximately \$8,500.00, not to exceed  
26 \$30,000.00.

27           3.       The Court preliminarily finds that the terms of the Settlement appear to be  
28 within the range of possible approval, pursuant to California Code of Civil Procedure § 382

1 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is  
2 fair and reasonable to the class members when balanced against the probable outcome of  
3 further litigation relating to class certification, liability and damages issues, and potential  
4 appeals; (2) significant informal discovery, investigation, research, and litigation have been  
5 conducted such that counsel for the parties at this time are able to reasonably evaluate their  
6 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks  
7 that would be presented by the further prosecution of the litigation; and (4) the proposed  
8 settlement has been reached as the result of intensive, serious, and non-collusive negotiations  
9 between the Parties with the assistance of a well-respected class action mediator. Accordingly,  
10 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,  
12 attorneys' fees and costs to Class Counsel, and the class representative's enhancement award  
13 should be finally approved as fair, reasonable and adequate as to the members of the class is  
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following  
16 class (the "Settlement Class"): "All persons employed by Defendant in California as an  
17 hourly-paid or non-exempt employee during the Settlement Period."

18 6. The Settlement Period means the period from August 25, 2018 through the date  
19 of preliminary approval.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets  
21 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)  
22 the Settlement Class Members are so numerous that joinder is impractical; (2) there are  
23 questions of law and fact that are common, or of general interest, to all Settlement Class  
24 Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the  
25 claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and  
26 adequately protect the interests of the Settlement Class Members; and (5) a class action is  
27 superior to other available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiffs John Arias and Jeffrey Hensley, and Esteban Romo of the related case. The Court  
2 further preliminarily approves Plaintiffs' ability to request an incentive award up to  
3 \$15,000.00 (\$5,000 per plaintiff).

4 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC and  
5 Work Lawyers, PC as Class Counsel. The Court further preliminarily approves Class  
6 Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount  
7 (\$333,000.00), and costs not to exceed \$20,000.00.

8 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with  
9 reasonable administration costs estimated \$8,500.00, not to exceed \$30,000.00.

10 11. The Court approves, as to form and content: (1) the Class Notice, attached as  
11 Exhibit A to the Settlement Agreement; and (2) the Workweek Dispute Form, attached as  
12 Exhibit B to the Settlement Agreement (collectively, "Notice Packets"). The Court finds on a  
13 preliminary basis that plan for distribution of the Notice Packets to Settlement Class Members  
14 satisfies due process, provides the best notice practicable under the circumstances, and shall  
15 constitute due and sufficient notice to all persons entitled thereto.

16 12. The parties are ordered to carry out the Settlement according to the terms of the  
17 Settlement Agreement.

18 13. Any class member who does not timely and validly request exclusion from the  
19 settlement may object to the Settlement Agreement. Objections do not have to be in writing,  
20 and can instead be made in person.

21 14. The Court orders the following Implementation Schedule:

22		
23	Defendants to provide Class List to the	
24	Settlement Administrator	No later than 30 days after the Court grants
25		Preliminary Approval of the Settlement
26	Settlement Administrator to mail the Notice	
27	Packets	No later than 14 days after receiving the
28		

	Class Data from Defendant
Requests for Exclusion / Deadline to Object	60 days after the Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	<del>16 court days before hearing on Motion for Final Approval, which is _____.</del>
Final Approval Hearing	U.S. District Court at J.K. a.m./p.m., or first available date thereafter, in Department 17. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATE: 05/23/2024



*Laura Seigle*

Hon. Laura Seigle  
Los Angeles County Superior Court  
Laura A. Seigle / Judge

**PROOF OF SERVICE**

*John Arias, et al. v. FLOWSERVE US, INC.*

Case No.: 22STCV27829

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

I, Christine Ohanian, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010.

On May 21, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Brittaney de la Torre, Esq.  
Marytza J. Reyes, Esq.  
**SANCHEZ & AMADOR, LLP**  
800 S. Figueroa Street, 11th Floor  
Los Angeles, CA 90017  
Tel : (213) 955-7200  
Email : [delatorre@sanchez-amador.com](mailto:delatorre@sanchez-amador.com)  
[reyes@sanchez-amador.com](mailto:reyes@sanchez-amador.com)  
[saucedo@sanchez-amador.com](mailto:saucedo@sanchez-amador.com)

Attorneys for Defendant  
FLOWSERVE US, INC.

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (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 email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on May 21, 2024, at Los Angeles, California.

\_\_\_\_\_  
Christine Ohanian  
Type or Print Name

\_\_\_\_\_  
/s/ Christine Ohanian  
Signature