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on behalf of himself and others similarly situated  
15

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 JUAN ROMERO, an individual on behalf of  
himself and all others similarly situated,

19 Plaintiff,

20 vs.

21 HYDRAULICS INTERNATIONAL, INC., a  
California corporation; and DOES 1 through  
22 50, inclusive,

23 Defendants.  
24

Case No.: 19STCV04463

Assigned for All Purposes To:  
Hon. Stuart M. Rice

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT,  
APPROVING FORM OF NOTICE TO  
THE CLASS, CERTIFYING THE  
SETTLEMENT CLASS, AND SETTING  
FINAL APPROVAL HEARING**

**Hearing**

Date: March 11, 2024  
Time: 10:30 a.m.  
Dept: 1

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

03/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By:                     A. He                     Deputy

1 **RECITALS**

2 On July 26, 2023, Plaintiff Juan Romero (the “Named Plaintiff”), individually and on behalf  
3 of the Class, and Defendant Hydraulics International, Inc. (“Defendant”) entered into a class action  
4 settlement, the terms and conditions of which are set forth in the parties’ Class Action and PAGA  
5 Settlement Agreement and Class Notice (hereafter collectively, the “Settlement” or “Settlement  
6 Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same  
7 meaning as set forth in the Settlement Agreement.

8 The motion of Named Plaintiff for an order preliminarily approving the settlement of this  
9 action, approving the form of notice to the class, certifying the settlement class for settlement  
10 purposes, and setting a final approval hearing came on for hearing in Department 1 of this Court on  
11 March 11, 2024.

12 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and  
13 Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of  
14 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement  
15 appears fair, reasonable and adequate, and that a final hearing should be held after notice to the  
16 Class (defined below) of the proposed settlement to determine if the Settlement Agreement and  
17 settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered  
18 in these actions based upon the Settlement Agreement and (2) the PAGA Settlement Payment is fair  
19 and adequate and the PAGA Settlement Payment should be approved.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**

22 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

23 1. The Court finds that certification of the following class, for settlement purposes only,  
24 is appropriate:

25 “all persons employed by Defendant in California and classified as a non-exempt,  
26 hourly employee who worked for Defendant from February 11, 2015 to June 5, 2023.”

27 2. The Court grants preliminary approval of the terms and conditions contained in the  
28 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the

1 range of possible approval at the final approval hearing.

2           3.       The Court preliminarily finds, for settlement purposes only, that the Class meets  
3 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in  
4 the absence of class certification and settlement, each individual Class Member would have to  
5 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour  
6 violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff and the  
7 Class Members' claims all arise from the same alleged events and course of conduct, and are based  
8 on the same legal theories; and (iv) the adequacy of representation requirement because the Named  
9 Plaintiff has the same interests as all members of the Class, and he is represented by experienced  
10 and competent counsel.

11           4.       The Court further finds, preliminarily and for settlement purposes only, that common  
12 issues predominate over individual issues in this litigation and that class treatment is superior to the  
13 other means of resolving this dispute. Employing the class device here will not only achieve  
14 economies of scale for Class Members with individual claims, but also conserve the resources of  
15 the judicial system and preserve public confidence in the integrity of the system by avoiding the  
16 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent  
17 adjudications of similar issues and claims.

18           5.       For settlement purposes only, the Court finds that the Named Plaintiff, Juan Romero,  
19 is an adequate representative and appoints him as such. The Court further finds that David Yeremian  
20 of David Yeremian & Associates, Inc. and Sahag Majarian of Law Offices of Sahag Majarian II  
21 have adequately represented the Named Plaintiff and the Class in this litigation, and the Court  
22 appoints them as Class Counsel.

23           6.       The Court appoints CPT Group, Inc. to perform the duties of a Settlement  
24 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

25           7.       The Court recognizes that certification under this Order is for *settlement purposes*  
26 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part  
27 of Defendant that this action is appropriate for class treatment for litigation purposes. Entry of this  
28 Order is without prejudice to the rights of Defendant to move for decertification, should the

1 proposed Settlement Agreement not be granted final approval.

2 8. The Court preliminarily finds that the \$3,000,000 Gross Settlement Amount provided  
3 for under the Settlement to be fair and reasonable.

4 9. The Court preliminarily finds that the following deductions from the Gross  
5 Settlement are also fair and reasonable: (1) up to \$1,000,000 to Class Counsel for attorneys' fees;  
6 (2) \$32,000 to Class Counsel for their litigation expenses; (3) \$10,000 to Plaintiff Juan Romero as  
7 a Class Representative Award for filing the Action; (4) \$15,000 to the Administrator for services  
8 administering the Settlement; and (5) \$150,000 for PAGA Penalties, allocated 75% to the LWDA  
9 PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their  
10 PAGA Period Pay Periods.

11 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

12 10. The Court has reviewed the Settlement Agreement and the proposed Class Notice to  
13 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement  
14 appears to be within the range of reasonableness of a settlement that could ultimately be given final  
15 approval by this Court. It appears to the Court on a preliminary basis that:

16 a. The settlement amount is fair and reasonable to all Class Members when  
17 balanced against the probable outcome of further litigation relating to liability and damages issues;

18 b. Extensive and costly investigation and research have been conducted such  
19 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

20 c. Settlement at this time will avoid additional substantial costs, such as those  
21 that have already been incurred by both parties, as well as avoid the delay and risks that would be  
22 presented by the further prosecution of this litigation; and

23 d. The proposed settlement has been reached as the result of intensive, serious,  
24 and non-collusive arm's-length negotiations.

25 11. The Court further approves the following representative group of employees as  
26 governed by the Settlement Agreement with respect to the PAGA Claim:

27 "a person employed by Defendant in California and classified as a non-exempt, hourly  
28 employee who worked for Defendant from February 11, 2018 to June 5, 2023."

1           12.     The Court grants approval of the PAGA Settlement Payment pursuant to the terms  
2 and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA  
3 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code  
4 § 2699(1)(2).

5           13.     Because a PAGA action is not a class action, Class Members may not opt out of, or  
6 object to, the PAGA Settlement Payment.

7           14.     If the Court does not grant final approval of the Settlement Agreement, approval of  
8 the PAGA settlement will be vacated.

9                           **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

10                           **AND TIMELINE FOR SENDING CLASS NOTICE**

11           15.     This Court finds that the Class Notice fairly and adequately advises the potential  
12 Class Members of the terms of the Settlement and the process for the Class Members to obtain the  
13 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out  
14 of the class, to file documentation in opposition to the proposed settlement, and to appear at the  
15 settlement hearing to be conducted on the date set by the Court. The Court further finds that the  
16 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified  
17 Class Member at their last known address comports with all constitutional requirements, including  
18 those of due process under the United States and California constitutions, and meets the  
19 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.  
20 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

21           16.     The Settlement Administrator shall, as soon as practicable, but no later than  
22 01/14/24, 2024 [not less than 30 days following the date of this Order], cause the Class Notice  
23 to be mailed by first class mail to all known members of the Class certified by this Court in this  
24 action to the most recent address in Defendant’s business records (or, if applicable, to such updated  
25 address found in the National Change of Address Database) for each known member of the Class.  
26 The mailing of the Class Notices directed in this Order constitutes the best notice practicable under  
27 the circumstances and sufficient notice to all members of the Class.

28           17.     The costs of settlement administration, including the cost of printing and mailing the

1 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the  
2 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement  
3 Agreement.

4 18. Each member of the Class who wishes to be excluded from the Class must submit a  
5 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class  
6 Member who does not submit a timely request to be excluded from the Settlement consistent with  
7 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,  
8 even if such Class Member has previously initiated or subsequently initiates individual litigation  
9 against Defendant or other proceedings encompassed by the Settled Claims defined in the Settlement  
10 Agreement.

#### 11 **OBJECTIONS TO SETTLEMENT**

12 19. Any member of the Class who has not timely elected to be excluded from the Class,  
13 and who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement  
14 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the  
15 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,  
16 for each objection. The Settlement Administrator will promptly transmit any objections it receives  
17 to Class Counsel and Defendant's counsel.

18 20. All written objections must be signed by the Class Member or the Class Member's  
19 representative and must include the information specified in the Class Notice.

20 21. A Class Member may appear either in person or through personal counsel at the Final  
21 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at  
22 the Class Member's expense.

23 22. Class Counsel and Defendant's counsel shall promptly furnish each other with copies  
24 of any and all objections or written requests for exclusion that come into their possession.

#### 25 **FINAL APPROVAL FAIRNESS HEARING**

26 23. The Court grants Plaintiff's motion to set a settlement hearing for final approval of  
27 the Settlement Agreement on ~~CE \* ~ o G~~, 2024, at ~~FEHEA~~ in Department 1 of this Court  
28 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of

1 this action is fair, reasonable and adequate and should be finally approved. The Court will also  
2 consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and  
3 enhancement award to the Named Plaintiff should be granted and, if so, in what amounts.

4 24. Members of the Class who have not timely elected to be excluded from the Class and  
5 who object to the proposed Settlement may appear and present such objections at the Settlement  
6 Hearing in person or by counsel, provided that the objecting Class Member complied with the  
7 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be  
8 received or considered, unless the requirements to object to the Settlement have been satisfied,  
9 except as this Court may permit for good cause shown.

10 25. Class Counsel shall file Plaintiff's memorandum of points and authorities in support  
11 of the final approval of the Settlement Agreement and his request for approval of the attorneys' fees,  
12 litigation costs, and enhancement award no later than 16 court days prior to the Final Hearing. After  
13 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the  
14 Settlement Agreement that will adjudicate the rights of all Class Members.

15 26. All discovery and other pretrial proceedings in this action are stayed and suspended  
16 until further order of this Court, except such actions as may be necessary to implement the  
17 Settlement Agreement and this Order.

18 27. If, for any reason, the Court does not grant final approval of the Settlement, all  
19 evidence and proceedings held in connection therewith shall be without prejudice to the status quo  
20 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

21 **IT IS SO ORDERED.**

22  
23 Dated: ~~T & @~~ ~~FF~~, 2024



Handwritten signature of Stuart M. Rice in black ink.

Stuart M. Rice / Judge

JUDGE OF THE SUPERIOR COURT