

FILED
Superior Court of California
County of Sacramento
07/11/2023
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 SPENCER NORMAN, as an individual and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 B & H GLOBAL MARKETING, LLC, a
21 California limited liability company;
22 GOLDEN STATE CRUSHING, a
23 business organization, form unknown; and
24 DOES 1 through 50, inclusive,

24 Defendants.

Case No.: 34-2022-00314707

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 7, 2023
Time: 9:00 a.m.
Dept.: 27

Reservation No.: 2721453

Complaint Filed: January 26, 2022
Trial Date: None

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[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

BY FAX



1 Plaintiff Spencer Norman's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on March 29, 2023 and a hearing
3 was held before this Court on July 7, 2023. Appearances for Plaintiff and Defendants B&H
4 Global Marketing, LLC and Golden State Crushing (together, "Defendants") were noted on the
5 record.

6 The Court has considered the Joint Stipulation and Settlement Agreement ("Stipulation"
7 or "Settlement Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class.

12 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
14 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
15 defined below and in the Settlement Agreement).

16 3. The Court hereby conditionally certifies the following Class for settlement
17 purposes only: All non-exempt employees who worked for Defendant B&H Global Marketing,
18 LLC dba Golden State Crushing in the State of California from January 26, 2018, to February
19 17, 2023 (the "Class Period"). Further, the Class shall include all exempt employees who
20 received allegedly defective wage statements during the Class Period.

21 Should for whatever reason the Settlement Agreement not become Final, the fact that the
22 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
23 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
24 whether a class should be certified in a non-settlement context.

25 4. The Court appoints and designates: (a) Plaintiff Spencer Norman as the Class
26 Representative and (b) Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law
27 Group, P.C. and Kelsey A. Webber of Webber Law Group as Class Counsel for the Class. Class
28 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required

1 by, or which may be given, pursuant to the Settlement Agreement, and such other acts
2 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
3 may enter an appearance through his or her own counsel at such Class Member's own expense.
4 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
5 represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
8 falls within the range of reasonableness of a settlement, including the amount of the PAGA
9 penalties, and appears to be presumptively valid, subject only to any objections that may be
10 raised by Class Members. It appears to the Court on a preliminary basis that the settlement is
11 fair, adequate, and reasonable as to all potential Class Members when balanced against the
12 probable outcome of further litigation relating to liability and damages issues. It also appears
13 that substantial investigation and research have been conducted so that counsel for the Settling
14 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
15 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
16 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
17 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
18 arm's length negotiations facilitated by an experienced and neutral mediator.

19 6. A Final Approval Hearing on the question of whether the proposed Settlement
20 Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class
21 Counsel, the Administration Costs to the Settlement Administrator, the payment to the Labor
22 Workforce & Development Agency, the payments to Eligible Aggrieved Employees, and the
23 Class Representative Enhancement Payment should be finally approved as fair, reasonable, and
24 adequate as to the members of the Class is hereby set for Ö^&N à^! FËGCHÁ at
25 JKEÁË Ën this Court.

26 7. The Court hereby approves, as to form and content, the Notice of Class Action
27 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
28 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members

1 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
2 the requirements of due process and shall constitute due and sufficient notice to all parties
3 entitled thereto.

4 8. The Court appoints and designates Phoenix Settlement Administrators as the
5 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
6 approved Class Notice to Class Members using the procedures set forth in the Settlement
7 Agreement.

8 9. Any Class Member may choose to opt out of and be excluded from the settlement
9 as provided in the Settlement Agreement and Class Notice, and by following the instructions for
10 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
11 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
12 Any requests for exclusion must be in writing and signed by each such Class Member opting out
13 and must otherwise comply with the requirements delineated in the Class Notice. Class
14 Members who have not requested exclusion by submitting a valid and timely request by the
15 deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
16 Judgment.

17 10. Any Class Member may object to the Settlement Agreement or express his or her
18 views regarding the Settlement Agreement and may present evidence and file briefs or other
19 papers that may be proper and relevant to the issues to be heard and determined by the Court as
20 provided in the Class Notice.

21 11. The Motion for Final Approval shall be filed by the Class Representative no later
22 than sixteen (16) court days before the Final Approval Hearing.

23 12. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and all dates provided for in the Settlement Agreement without further notice to the
25 Class, and retains jurisdiction to consider all further applications arising out of or connected with
26 the Settlement Agreement.

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1 **IT IS SO ORDERED.**

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3 DATED: 07/11/2023



Jill Talley

4 HON. JILL H. TALLEY
5 SUPERIOR COURT OF CALIFORNIA
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