


FILED

OCT 07 2024

Clerk of the Napa Superior Court
By: 
Deputy

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Attorneys for Plaintiff Ruel Apruebo, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

RUEL APRUEBO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ADVANCED PRESSURE
TECHNOLOGY, a California corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 23CV000696

Assigned for all purposes to
Hon. Cynthia P. Smith
Dept. A

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF PAGA
AND CLASS ACTION SETTLEMENT**

Date: October 4, 2024
Time: 8:30 a.m.
Dept: A

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION
SETTLEMENT**

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiff Ruel Apruebo ("Plaintiff"), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of
6 Settlement ("Agreement") entered into by Plaintiff and Defendant Advanced Pressure
7 Technology ("Defendant") which sets forth the terms and conditions for a proposed settlement
8 upon the terms and conditions set forth therein (Plaintiff and Defendant shall be collectively
9 referred to herein as the "Parties"); 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 Agreement attached as
15 Exhibit 2 to the Declaration of Elizabeth Robles 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 Agreement 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 Agreement 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
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class's claims; (d) class certification is a superior method for implementing the
4 settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
5 can fairly and adequately protect the Class's interests; and (f) Class Counsel are qualified to serve
6 as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Agreement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as non-exempt
9 workers employed by Defendant in California at any time between December 12, 2018 through
10 June 30, 2024.

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

20 6. Should, for whatever reason, the Agreement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Agreement 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 Agreement,
26 subject to modification at final approval.

27 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
28 third of the Class Settlement Amount, Class Counsel litigation expenses not to exceed \$25,000.00,

1 an Incentive Award up to \$5,000.00 to Plaintiff, payment to the LWDA in the amount of
2 \$75,000.00, and costs of administration not to exceed \$9,750.00, subject to final approval.

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

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

13 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
14 from the Class Settlement Amount, including the cost of searching for Class Members' addresses
15 as provided in the Agreement, and all other reasonable costs of the Settlement Administrator up
16 to \$9,750.00 as provided in the Settlement.

17 12. Any Class Member may choose to opt-out of and be excluded from the Class as
18 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
19 Class will not be entitled to any recovery under the Agreement and will not be bound by the
20 Agreement or have any right to object, appeal or comment thereon. Class Members who have not
21 requested exclusion/opted-out shall be Participating Class Members and bound by all
22 determinations of the Court, the Agreement, and the Final Judgment.

23 13. A Final Fairness and Approval Hearing shall be held before this Court on January
24 6, 2025, in Department A of the Superior Court for the State of California, County of Napa, located
25 at 825 Brown Street, Napa, California 94559. All papers in support of final approval and related
26 awards for fees, costs, and Plaintiff's enhancement award must be filed and served at least 16 court
27 days before the final approval hearing.

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

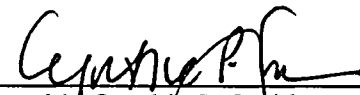
6 15. The Agreement is not a concession or admission, and shall not be used against the
7 Released Parties, as an admission or indication with respect to any claim of any fault or omission
8 by the Released Parties. Whether or not the Agreement is finally approved, neither the Agreement,
9 nor any document, statement, proceeding or conduct related to the Agreement, nor any reports or
10 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
11 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
12 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
13 action or proceeding, except for purposes of enforcing the Agreement once it receives final
14 approval.

15 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
16 other than proceedings necessary to carry out or enforce the terms of the Agreement and this Order,
17 are hereby stayed.

18 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
19 of the Class Members for all matters relating to this Action, and this Agreement, including
20 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
21 enforcement of this Agreement and this Order.

22 18. The Court reserves the right to adjourn or continue the date of any hearing and all
23 dates provided for in the Agreement without further notice to Class Members, and retains
24 jurisdiction to consider all further applications arising out of or connected with the proposed
25 Agreement.

26
27 DATED: _____

28 

Honorable Cynthia P. Smith
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On September 9, 2024, I served the foregoing document(s) entitled:

- [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Ron S. Brand
KAHANA : FELD
2603 Main Street | Suite 900
Irvine, California 92614
Tel: 949-812-4781 | Cell: 949-648-0033

rbrand@kahanafeld.com
dgoodman@kahanafeld.com
bsmith@kahanafeld.com

Attorneys for Defendant:
ADVANCED PRESSURE TECHNOLOGY

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).*)

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

Executed on September 9, 2024, at Irvine, California.


Joanne Roberts