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Attorneys for Plaintiff RAMON AGUILA
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RAMON AGUILA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BECTON AND DICKINSON; APIDEL
TECHNOLOGIES, LLC; and DOES 1 - 50,
inclusive,

Defendant.

Case No.: 22CV404498

Judge: Hon. Theodore C. Zayner
Department: 19

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 22, 2025
Time: 1:30 p.m.

ORDER

This matter came on for hearing on January 22, 2025 in Department 19 of the above-captioned Court on the Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of James Hawkins filed in support of the Motion.

On January 22, 2025 the Court issued a Tentative Ruling and Minute Order regarding the instant Motion, tentatively granting the Motion pending modifications to the Settlement Agreement and Class Notice. On February 13, 2025, the Parties submitted a Stipulation and Order designating a *cy pres* recipient, as the Court ordered. The Parties included as ‘Exhibit A’ to the Stipulation and Order, an Amendment to the Settlement Agreement (hereinafter “Amendment”) modifying section 7.4 of the Settlement to designate The Delancy Street Foundation as *cy pres* recipient. On February 18, 2025, the Parties also submitted a Supplemental Declaration of James Hawkins in support of the Motion, which included an amended proposed Class Notice (attached as Exhibit C thereto), as ordered by the Court. On March 17, 2025, the Court signed the Parties’ Stipulation and Order, approving the *cy pres* designation and the Amendment to the Settlement. By way of this Order, the Court also approves the amended proposed Class Notice (hereinafter “Class Notice”) attached as Exhibit C to the Supplemental Declaration of James Hawkins filed February 18, 2025. Pursuant to the Court’s January 22, 2025 Tentative Ruling and Minute Order, the Parties have made all necessary modifications for the Court to grant preliminary approval of the instant Class Action and PAGA Settlement.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the Notice of Proposed Settlement of Class and PAGA Action attached as Exhibit A to the Settlement Agreement, the Amendment to the Settlement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the

1 proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any
2 proposed settlement, and having heard the argument of Counsel for the respective parties, and
3 good cause appearing, **HEREBY GRANTS THE MOTION IN ITS ENTIRETY AND**
4 **MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

5 This Order incorporates by reference the definitions of the Settlement Agreement, and all
6 terms defined therein shall have the same meaning in this Order as set forth in the Settlement
7 Agreement, unless otherwise defined herein.

8 It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”)
9 is fair and reasonable to the Class Members when balanced against the probable outcome of
10 further litigation relating to class certification, the liability and damages issues involved, and the
11 potential for appeals. It further appears that sufficient investigation, research, and litigation has
12 been conducted such that counsel for the Parties at this time is able to reasonably evaluate their
13 respective positions. It further appears that the Settlement at this time will avoid substantial costs,
14 delay and risks that would be presented by the further prosecution of the litigation. It further
15 appears that the proposed Settlement has been reached as the result of intensive, serious and non-
16 collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING,
17 THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS
18 HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE
19 COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR
20 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE
21 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
22 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

23 The Court finds on a preliminary basis that the Settlement between Plaintiff and
24 Defendants appear to be within the range of reasonableness of a settlement which could ultimately
25 be given final approval by this Court. The Court preliminarily finds that the terms of the
26 Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of
27 Civil Procedure and California Rules of Court, rule 3.769.

28 The Court notes that Defendants have agreed to a non-reversionary GSA of \$275,000.00.

1 Defendants will pay out the entirety of the GSA to the Settlement Administrator for distribution
2 to the Participating Class Members and Aggrieved Employees, less deductions for Class
3 Counsel's Fees and Expenses, the Class Representative Service Payment, reasonable expenses
4 of the third-party Settlement Administrator, and the LWDA for PAGA penalties, as set forth in
5 the Settlement Agreement.

6 The Court finds that the elements of numerosity, commonality, typicality and adequacy
7 have been established to support conditional certification of the Class for settlement purposes,
8 with Plaintiff acting as the Class Representative.

9 The Court hereby appoints, for settlement purposes, Plaintiff RAMON AGUILA as the
10 Class Representative and finds Plaintiff is an adequate representative for the Class for settlement
11 purposes only. The Court further finds that James Hawkins APLC has preliminarily established
12 adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

13 The Class as identified in the Settlement Agreement is provisionally certified by this
14 Order.

15 The Court finds that the proposed manner of class notice is adequate.

16 The Court approves APEX Class Action LLC to serve as the Settlement Administrator.

17 The Court further hereby approves the Class Notice (attached as Exhibit C to the
18 Supplemental Declaration of James Hawkins filed February 18, 2025) to be mailed to the Class.

19 The Court finds that the Class Notice constitutes the best notice practicable under the
20 circumstances, is in full compliance with the laws of the State of California and, to the extent
21 applicable, the United States Constitution and the requirements of due process. The Court further
22 finds that the Class Notice fully and accurately informs Class Members of all material elements
23 of the proposed Settlement, of each Class Member's right to be excluded from the Settlement, and
24 each Class Member's right and opportunity to object to the proposed Settlement. The Class Notice
25 adequately advises the Class about: the Actions; the terms of the proposed Settlement and the
26 benefits available to each Class Member; each Class Member's right to participate, submit an
27 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
28 doing so; the temporary and conditional certification of the Class for settlement purposes only;

1 preliminary Court approval of the proposed Settlement; timing and procedures for distributing the
2 Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
3 and the date of the Final Approval Hearing as well as the rights of the Class to file documentation
4 in support of or in opposition to and appear in connection with said hearing.

5 ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY
6 APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF PROPOSED SETTLEMENT
7 OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL
8 (“Class Notice”) attached as Exhibit C to the Supplemental Declaration of James Hawkins filed
9 in support of the Motion on February 18, 2025. The Court finds the Class Notice fully and
10 accurately informs the Class of all material elements of the proposed Settlement, of the Class
11 Members’ right to be excluded from the Class, and of the Class Members’ right and opportunity
12 to object to the Settlement. The Court also finds that mailing the Class Notice to the last known
13 address of the Class Member, as specifically described within the Settlement Agreement,
14 constitutes an effective method of notifying Class Members of the Settlement, is the best notice
15 practicable under the circumstances, and constitutes due and sufficient notice of all persons
16 entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED that:

17 Within 14 business days after notice of entry of this Order, Defendants will provide the
18 Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the
19 Class Members’ addresses against those on file with the U.S. Postal Service’s National Change
20 of Address Database. The Class Data provided to the Settlement Administrator will remain
21 confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly
22 approved by Defendants and Defense Counsel. The Settlement Administrator shall use due care
23 with respect to the storage, custody, use, and/or dissemination of the confidential information.
24 Such information must be stored in a secure fashion and all persons who access the data must
25 agree to keep it confidential.

26 IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by
27 first class mail, pursuant to the terms set forth in the Settlement Agreement.

28 IT IS FURTHER ORDERED The Court preliminarily approves the procedure for

1 exclusion from the Settlement. A Class Member may only exclude themselves from the
2 Settlement by submitting a valid opt-out request (“Opt-Out Request”). A valid Opt-Out Request
3 must be in writing and must:

- 4 (i) contain the Class Member’s full name and current address, telephone number, and
5 the last four digits of the Social Security number of the Class Member;
- 6 (ii) be signed by the Class Member;
- 7 (iii) include a statement clearly expressing the Class Member’s desire to be excluded
8 from (or opt out of) the Settlement; and
- 9 (iv) be postmarked on or before the deadline.

10 Any Class Members who worked during the PAGA Period will still be considered
11 Aggrieved Employees for purposes of the Settlement Agreement, regardless of whether they opt
12 out of being a Class Member in the Settlement.

13 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
14 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
15 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a
16 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class
17 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
18 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
19 Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not
20 postmarked on or before the end of the Notice Period, the Class Member did not make the request
21 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
22 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
23 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
24 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
25 the deadline for Class Members to submit a request to opt out of the settlement without the Parties’
26 joint written consent.

27 IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure
28 for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may

1 object to the Settlement, and even then they may only object to the class action components of
2 the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to
3 the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel
4 for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed
5 with the Court concurrently with the final approval documents by having it attached to the
6 Settlement Administrator's Declaration. In addition, Class Members may appear at the final
7 approval hearing to state their objection even if they do not submit a written objection to the
8 Settlement.

9 IT IS FURTHER ORDERED Class Counsel and/or Defendants' counsel may, up to five
10 (5) calendar days before the Final Hearing Date, file responses to any written objections submitted
11 to the Court.

12 If a Class Member submits both an Opt-Out Request and an objection (regardless of which
13 came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed
14 a Participating Class Member. To the extent any Participating Class Member objects to the
15 Settlement and such objection is overruled in whole or in part, such individuals will be bound by
16 the Court's Final Approval Order.

17 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement
18 Administrator concerning the administration of the Settlement will be resolved by the Court under
19 the laws of the State of California. Prior to any such involvement of the Court, counsel for the
20 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

21 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on **August 1,**
22 **2025** at 1:30 p.m., or such later date and time that are convenient to the Court, in Department 19
23 of the above captioned Courthouse to consider the fairness, adequacy and reasonableness of the
24 proposed Settlement preliminarily approved by this Order Granting Preliminary Approval, and to
25 consider the application of Class Counsel for an award of attorneys' fees, costs, Plaintiff's Class
26 Representative Service Payment, and the expenses of the Settlement Administrator. The Court
27 may continue the Final Approval Hearing to another date at its discretion.

28 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting

1 Final Approval and application for attorneys' fees and costs, class representative service payment,
2 and settlement administration expenses, shall be filed with this Court and served on all counsel
3 no later than sixteen (16) court days before the date set for the Final Approval Hearing.


4 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
5 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
6 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject
7 of this Order and all evidence and proceedings had in connection therewith shall be without
8 prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth
9 in the Settlement Agreement.

10 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
11 this matter except those contemplated herein and in the Settlement Agreement are stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
13 Hearing from time to time without further notice to the Class.

14 **IT IS SO ORDERED.**

15
16 Dated: March 28, 2025, 2024


HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On March 26, 2025, I served on the interested parties in this action the following document(s) entitled:

[AMENDED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Attached Service List)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on March 26, 2025, at Irvine, California

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Alma Chavarin

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