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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

GERMAN TUGAS on behalf of himself and a
others similarly situated,

Plaintiff,

v.

HILL-ROM COMPANY, INC.,

Defendant.

CASE NO. 15-cv-02426-JAM-CKD
JAM
~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

DATE: January 10, 2017
TIME: 1:30 p.m.
CTRM: 6, 17th Floor
JUDGE: Hon. John A. Mendez

Complaint Filed: August 24, 2015

1 On January 10, 2017, the Court heard an unopposed Motion for Preliminary Approval of
2 Class Action Settlement by Plaintiff German Tugas. The Court has considered the Memorandum of
3 Points and Authorities in Support of Preliminary Approval and the Notice of Class Action
4 Settlement and attached exhibits and hereby finds and orders as follows:

5 1. The Court finds on a preliminary basis that the Settlement Agreement, filed with the
6 Court as Exhibit 1 to the Declaration of William Turley, falls within the range of reasonableness
7 and, therefore, meets the requirements for preliminary approval.

8 2. The Court certifies, for settlement purposes only, the following class ("Class")
9 described in the Motion for Preliminary Approval:

10 **All persons who were employed by Defendant in the state of California as a Field**
11 **Service Representative or a Field Service Technician at any time on or after August 24, 2011 to**
12 **November 24, 2016.**

13 3. The Court finds, for settlement purposes only, the requirements of Federal Rule of
14 Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3) are satisfied.

15 4. This Order, which conditionally certifies a class action for settlement purposes only,
16 shall not be cited in this or any matter for the purpose of seeking class certification, opposing
17 decertification, or for any other purpose, other than enforcing the terms of the Settlement
18 Agreement.

19 5. The Court appoints for settlement purposes only, as the Class Representative,
20 German Tugas.

21 6. The Court appoints for settlement purposes only, William Turley, David Mara, and
22 Jamie Serb of The Turley Law Firm, APLC, as Class Counsel for the purposes of Settlement and the
23 releases and other obligations therein. CPT Group is appointed as Settlement Administrator.

24 7. The Class Notice, attached as Exhibit A to Exhibit 1 of the Declaration of William
25 Turley, is hereby approved.

26 8. The Settlement Administrator is ordered to mail those documents to the Class
27 members as provided in the Settlement Agreement. The Court finds that this notice is the best notice
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1 practicable under the circumstances and is in compliance with the requirements of Fed. R. Civ. P. 23
2 and applicable standards of due process.

3 9. Each Class Member will have forty-five (45) days after the date on which the
4 Settlement Administrator mails the Class Notice to object to the Settlement by serving on the
5 Settlement Administrator, Class Counsel, and Counsel for Defendant, and filing with the Court, by
6 the forty-five (45) day deadline, a written objection to the Settlement. Settlement Class Members
7 who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15)
8 days from the original Response Deadline.

9 10. Each Class Member who wishes to be excluded from the Settlement shall sign and
10 mail a written Request for Exclusion to the Settlement Administrator. To be effective, the written
11 Request for Exclusion must be sent to the addresses provided and postmarked no later than forty-
12 five (45) days from the date the notice is first mailed, or in the case of returned mailings, 15 days
13 from the original Response Deadline.

14 11. The Second Amended Complaint, ^{part} (inadvertently identified as Plaintiff's First Amended
15 Exhibit 2, is hereby deemed filed for settlement purposes only as of the date of this Order. *Complaint*)
16 Defendant has no obligation to answer or otherwise respond to the Second Amended Complaint.

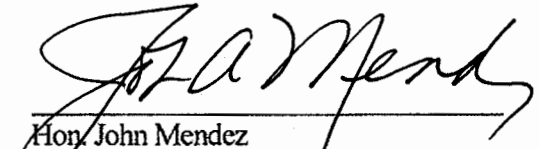
17 12. If the Settlement Agreement is not finally approved by the Court or for any reason is
18 terminated or otherwise does not become effective, the following will occur: (1) this Preliminary
19 Approval Order, and all of its provisions, will be automatically vacated; (2) the case will proceed as
20 if no settlement has been attempted and notice will be provided to the putative class members that
21 the settlement will not proceed and that, as a result, no payments will be made; (3) no party shall be
22 deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions,
23 including, but not limited to, objections to class certification and claims and defenses on the merits;
24 (4) no term or draft of the Settlement Agreement, or any aspect of the Parties' settlement
25 discussions, including related documentation, will have any effect or be admissible into evidence for
26 any purpose in the case or in any other proceeding; and (5) the Defendant shall have no obligation to
27 pay all or any part of the settlement.

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13. A hearing on the final approval of this settlement shall be held on June 6, 2017, at 1:30 p.m.

During the Court's consideration of the settlement and pending further order of the Court, all proceedings in this case, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

DATED: 1-10-2017


Hon. John Mendez
United States District Judge