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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVID ETTEDGUI, an individual,
on behalf of himself and on behalf of
all persons similarly situated,

Plaintiffs,

vs.

WB STUDIO ENTERPRISES INC.,
a corporation; and DOES 1 through
50, inclusive,

Defendant.

CASE NO. **2:20-cv-08053-MCS-(JDEx)**

Assigned to: Hon. Mark C. Scarsi

[PROPOSED] ORDER:

- (1) GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT;**
- (2) APPROVING CLASS NOTICE;**
- (3) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL
APPROVAL HEARING**

1 On November 8, 2021, at 9:00 a.m., a hearing was held on the motion
2 of Plaintiff David Ettegui (“Plaintiff”) for (1) preliminary approval of the parties’
3 proposed settlement (“Settlement”) with Defendant WB Studio Enterprises Inc.
4 (“Defendant”), (2) approval of the notice to be sent to the class about the
5 Settlement, and (3) the setting of a hearing date for final approval of the Settlement.

6 The Court having read and considered the papers on the motion, the
7 arguments of counsel, and the law, and good cause appearing therefore, **HEREBY**
8 **ORDERS THE FOLLOWING:**

9 1. The Court **GRANTS** Plaintiff’s Motion for Preliminary Approval of
10 the Settlement based upon the terms set forth in the Class Action Settlement
11 Agreement (the “Agreement”) (Declaration of Kyle Nordrehaug, Exh. #1) and this
12 Order incorporates the defined terms in the Agreement.

13 2. Pursuant to the terms of the Agreement, Plaintiff, Participating Class
14 Members, and Aggrieved Employees will take only that which is stated in the
15 Agreement as approved by the Court.

16 3. The Court hereby finds that pursuant to the Class Action Fairness Act,
17 28 U.S.C. § 1711 *et seq.* (“CAFA”), the Defendant caused the mailing of the CAFA
18 Notice to the Attorney General of the United States and the appropriate state
19 official in each state in which a Class Member reportedly resides at the time of
20 CAFA Notice according to Defendant’s records. Accordingly, the Court finds that
21 Defendant has discharged its obligations under CAFA to provide notice to the
22 appropriate federal and state officials.

23 4. Pursuant to the Agreement and for settlement purposes only, the Court
24 hereby preliminarily and conditionally certifies the Class and finds the
25 manageability of a representative action on behalf of the Aggrieved Employees, as
26 described in the Agreement, pursuant to the terms and conditions of the Agreement
27 and solely for the purposes set forth therein. Class is defined as all individuals who
28 worked for Defendant in California as non-exempt employees who were Tour

1 Guides/Floaters at any time during the Class Period. The Class Period is June 29,
2 2016 through May 27, 2021. For the reasons set forth in the motion, the Court
3 finds for settlement purposes only that this Class satisfies the requirements of Fed.
4 R. Civ. Proc. 23. Aggrieved Employees is defined as all individuals who worked
5 for Defendant in California as non-exempt employees who were Tour
6 Guides/Floaters at any time during the PAGA Period. The PAGA Period is
7 February 17, 2019 through May 27, 2021.

8 5. The Court hereby grants preliminary approval of the parties'
9 Agreement because the Settlement falls within the range of possible approval as
10 fair, adequate and reasonable, and appears to be the product of intensive, serious,
11 non-collusive arm's-length and informed negotiations and treats all Class Members
12 and Aggrieved Employees fairly. Continued litigation would have been expensive
13 for both sides. The parties acknowledge that litigating and trying this action may
14 have resulted in delay, involved significant risk as to liability and certification, and
15 led to possible appeals. Class Counsel received the relevant information for the
16 Class and Aggrieved Employees. Plaintiff has adequately demonstrated that the
17 agreement to settle did not occur until Class Counsel possessed sufficient
18 information to evaluate the case and make an informed decision about settlement.

19 6. The Court approves, as to form and content, the Notice of Pendency of
20 Class Action Settlement and Hearing Date for Final Court Approval, in the form
21 attached to the Agreement as Exhibit A ("Class Notice"). The Parties' proposed
22 notice plan is constitutionally sound because individual notices will be mailed to all
23 Class Members and Aggrieved Employees whose identities are known to the
24 parties, and such notice is the best notice practicable. The Parties' proposed Class
25 Notice sufficiently informs Class Members and Aggrieved Employees of the terms
26 of the Settlement, their rights under the Settlement, their rights to object to the
27 Settlement, their right to receive a Settlement Share or elect not to participate in the
28 Settlement, and the processes for doing so, and the date and location of the final

1 approval hearing, and therefore is approved.

2 7. The Court directs the distribution of the Class Notice in accordance
3 with the schedule and procedures set forth in the Agreement.

4 8. Defendant is directed to provide the Settlement Administrator with the
5 Class Data for each Class Member as specified by the Agreement no later than
6 fifteen (15) days after the date of entry of this order. Pursuant to the terms set forth
7 in the Agreement, the Class Data, its contents and any files containing Class Data
8 shall remain strictly confidential, not to be disclosed to Plaintiff or to Class Counsel
9 or to any Class Member or Aggrieved Employee.

10 9. Pursuant to the Agreement, any Class Member who does not submit a
11 valid request for exclusion will be deemed a Participating Class Member and will
12 be entitled to receive a Settlement Share based upon the allocation formula in the
13 Agreement.

14 10. The Court approves the procedures for Class Members to participate
15 in, opt out of, or object to the Settlement, as set forth in the Agreement and Class
16 Notice. Pursuant to the Agreement, any Class Member who wishes to comment on
17 or object to the Settlement, the attorneys' fees and costs, and/or the proposed Class
18 Representative Service Payment, or who elects not to participate in the Settlement,
19 has until 45 days after the mailing of the Class Notice to submit his or her
20 comment, objection, or request for exclusion pursuant to the procedures set forth in
21 the Class Notice.

22 11. Class Counsel must file their application for attorneys' fees and costs
23 no later than 14 days prior to the end of the objection period, and the application
24 will be heard at the Final Approval Hearing.

25 12. The Court appoints Simpluris to act as the Settlement Administrator,
26 pursuant to the terms set forth in the Agreement.

27 13. For settlement purposes only, the Court preliminary approves
28

1 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel and counsel
2 for the Aggrieved Employees subject to the Final Approval Hearing.

3 14. For settlement purposes only, the Court finds that Plaintiff is an
4 adequate representative of the Class and Aggrieved Employees and appoints him as
5 such.

6 15. A Final Approval Hearing will be held on _____, at
7 _____ in Courtroom 7C of the First Street Courthouse of the United States
8 District Court for the Central District of California, to determine whether the Court
9 should finally approve the Settlement as fair, reasonable, and adequate as to the
10 Class Members and Aggrieved Employees. The Court will hear all evidence and
11 argument necessary to evaluate the Settlement and will also consider the motion for
12 approval of attorneys' fees and costs and for approval of the Class Representative
13 Service Payment. Class Members and their counsel may support or oppose the
14 Settlement and the motion for an award of attorneys' fees and costs and the Class
15 Representative Service Payment, if they so desire, as set forth in the Class Notice.

16 16. Any Class Member/Aggrieved Employee may appear at the final
17 approval hearing in person or by his or her own attorney and show cause why the
18 Court should not approve the Settlement, or object to the motion for an award of
19 attorneys' fees and costs and the service award to Plaintiff. For any written
20 comments or objections to be considered at the hearing, the Class
21 Member/Aggrieved Employee must submit the written objections to the Settlement
22 Administrator in compliance with the instructions in the Class Notice and describe
23 the nature of the Class Member's comments, support or objection.

24 17. Counsel for the Parties are hereby authorized to utilize all reasonable
25 procedures in connection with the administration of the Settlement which are not
26 materially inconsistent with either this Order or the terms of the Agreement.

27 18. If Plaintiff has not done so already, within five days of this Order and
28 pursuant to the terms of the Agreement, Plaintiff is to dismiss the pending state

1 court action, entitled *David Ettedgui v. WB Studio Enterprises Inc.*, Los Angeles
2 Supreme Court, Case No. Case No. 20BBCV00719.

3 19. Pending final determination as to whether the Settlement set forth in
4 the Agreement should be approved, the Plaintiff, Class Members, and the
5 Aggrieved Employees whether directly, representatively, or in any other capacity,
6 whether or not such persons have appeared in this action, shall not institute or
7 prosecute any claims or actions against the Released Parties which in any manner
8 concern the Released Class Claims or the Released PAGA Claims.

9 20. The Court reserves the right to continue the date of the final approval
10 hearing without further individual notice to Class Members. The Court retains
11 jurisdiction to consider all further applications arising out of or in connection with
12 the Settlement.

13 **IT IS SO ORDERED.**

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15 DATED: _____

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18 HON. MARK C. SCARSI
19 U.S. DISTRICT COURT JUDGE
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