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Attorneys for Plaintiff and the proposed class members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SACHA ROBERTS, an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

OSTENDO TECHNOLOGIES, INC., a
corporation, HUSSEIN S. EL-GHOROURY,
an individual; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2020-000115752-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Katherine A. Bacal in Dept. C-69]

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

Date: August 25, 2023
Time: 1:30 p.m.
Dept.: C-69

Complaint Filed: May 26, 2020
FAC Filed: May 29, 2020
Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action and PAGA
2 Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached as to the
3 Motion for Preliminary Approval of Class Action Settlement (“Motion”) as Exhibit “1”, came
4 before this Court on August 25, 2023. The Court, having considered the papers submitted in
5 support of the motion of the parties and having heard argument regarding the Motion, **HEREBY**
6 **FINDS GOOD CAUSE APPEARING AND ORDERS THE FOLLOWING:**

7 1. This Order incorporates by reference the Settlement Agreement. The Court grants
8 preliminary approval of the Settlement Agreement and the Settlement Class based upon the terms
9 set forth in the Settlement Agreement filed herewith. The Settlement is fair, adequate, and
10 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
11 length and informed negotiations and (b) the Agreement is sufficient to warrant notice of the
12 Settlement to persons in the Settlement Class and a full hearing on the final approval of the
13 Settlement.

14 2. For purposes of settlement only, the Court provisionally and conditionally certifies
15 the following class (“Class Member(s)”: all persons who are employed or have been employed
16 by Defendants in the State of California who worked one or more pay periods during the Class
17 Period.

18 3. For purposes of settlement only, the PAGA Members are defined as: all persons
19 who are employed or have been employed by Defendants in the State of California who worked
20 one or more pay periods during the PAGA Period.

21 4. The “Class Period” is from March 25, 2019 – March 24, 2021.

22 5. The “PAGA Period” is from March 25, 2019 – March 24, 2021.

23 6. The Settlement falls within the range of reasonableness and appears to be
24 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
25 and final approval by this Court.

26 7. For purposes of settlement only, the Court conditionally finds that

27 A. The Settlement Class, which consists of approximately 118 persons, is so
28 numerous that joinder of all members is impracticable;

- 1 B. There appear to be questions of law or fact common to the Settlement
2 Class for purposes of determining whether this Settlement should be
3 approved;
- 4 C. Plaintiff's claims appear to be typical of the claims being resolved through
5 the proposed settlement;
- 6 D. Plaintiff appears to be capable of fairly and adequately protecting the
7 interests of the Settlement Class Members in connection with the proposed
8 settlement;
- 9 E. Common questions of law and fact appear to predominate over questions
10 affecting only individual persons in the Settlement Class. Accordingly,
11 the Settlement Class appears to be sufficiently cohesive to warrant
12 settlement by representation; and
- 13 F. Certification of the Settlement Class appears to be superior to other
14 available methods for the fair and efficient resolution of the claims of the
15 Settlement Class.

16 8. The Court approves, as to form and content, the Notice to Class Members in
17 substantially the form attached to the Settlement Agreement as Exhibit 1 (Notice of Class Action
18 Settlement).

19 9. The Court approves the procedure for Class Members to object to the Settlement as
20 set forth in the Notice of Class Action Settlement to Class Members.

21 10. The Court approves the procedure for Class Members to become Participating
22 Settlement Class Members as set forth in the Notice of Class Action Settlement to Class Members.

23 11. The Court directs the mailing of the Notice Packet to Class Members by first class
24 mail to the Class Members in accordance with the Implementation Schedule set forth below. The
25 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
26 Implementation Schedule, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, shall constitute due and sufficient notice to all persons entitled
28 thereto, is sufficient to inform the Settlement Class Members of the terms of the Settlement and
their rights thereunder, including the right to object to the Settlement or any part thereof and the
procedure for doing so, their right to exclude themselves from the Settlement and the procedure
for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and
location of the Final Approval Hearing.

12. The Court appoints Kingsley & Kingsley, APC as Class Counsel.

1 13. The Court approves Xpand Legal as the Settlement Administrator.

2 14. The Court orders that pursuant to the California Private Attorneys General Act,
3 Labor Code §§ 2698, *et seq.* (“PAGA”), statutory notice of this Settlement has been and will
4 continue to be given to the Labor & Workforce Development Agency.

5 15. The Court orders the following Implementation Schedule for further proceedings:

6	a.	Preliminary Approval	_____
7	b.	Deadline for Defendants to Provide Class Data to Settlement Administrator	21 calendar days from Preliminary Approval
8	c.	Mail Notice to Class Members	25 calendar days from Settlement Administrator’s receipt of Class Data
9	d.	Deadline for Class Members to Postmark a Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
10	e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
11	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
12	g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court
13	h.	Final Approval Hearing	To be determined by the Court
14			_____

15 15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
16 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement
17 Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement
18 that is the subject of this Order shall become null, void, unenforceable and inadmissible in any
19 judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and
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proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

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

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 2, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JACKSON LEWIS P.C.

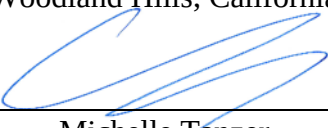
Guillermo A. Escobedo, Esq.
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[] (BY MAIL): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[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 August 2, 2023, at Woodland Hills, California.



Michelle Tanzer