

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Bl
PMB 42554
West Hollywood CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 08 2023

BY 
JESSICA MORALES, DEPUTY

Attorneys for Plaintiff(s),
JOSE LOZANO SANDOVAL, and all others similarly situated
(Additional attorneys for Plaintiff(s) on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO
(UNLIMITED JURISDICTION)

JOSE LOZANO SANDOVAL, on behalf of
himself and all others similarly situated, and as
an "aggrieved employee" on behalf of other
"aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

Case No.: CIVDS2011904

REVISED [PROPOSED] FINAL ORDER
AND JUDGMENT APPROVING CLASS
SETTLEMENT

Plaintiff(s),

vs.

AMERICAN LANDSCAPE &
MAINTENANCE INC., a California
corporation; and DOES 1-50, inclusive,

Defendant(s).

Hearing Information

Action filed: 05/29/2020
Hearing Date: 06/08/2023
Hearing Time: 10:00 a.m.
Hearing Dept: S-26, The Honorable
David Cohn



SPIVAK LAW

Employee Rights Attorney

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

BY FAX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
JOSE LOZANO SANDOVAL, and all others similarly situated



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 This matter came on for hearing on June 8, 2023 at 10:00 a.m. in Department S-26 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of up to \$250,000.00 in compromise of all disputed claims
6 on behalf of all persons working for Defendant as hourly, non-exempt employees in California
7 at any time during the period of May 29, 2016 to November 3, 2021 ("Class Period"). All
8 capitalized terms used herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior Order Granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
11 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
12 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
13 and the evidence and argument received by the Court in conjunction with the motions for
14 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
15 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
16 DETERMINATIONS¹:

17 1. The Court has jurisdiction over the subject matter of the Action and over all
18 Parties to the Action, including all Class Members. Pursuant to this Court's Order Granting
19 Preliminary Approval of Class Action Settlement of February 14, 2023, the Class Notice Packet
20 was sent to each Class Member by First Class U.S. mail. The Notice Packet informed Class
21 Members of the terms of the Settlement, their right to receive their proportional share of the
22 Settlement, their right to request exclusion, their right to comment upon or object to the
23 Settlement, and their right to appear in person or by counsel at the final approval hearing and be
24 heard regarding final approval of the Settlement. Adequate periods of time were provided by
25 each of these procedures. No member of the Settlement Class presented written objections to the
26 proposed Settlement as part of this notice process, stated an intention to appear, or actually
27 appeared at the final approval hearing.

28 2. For purposes of this Final Order and Judgment, the Class Members are all persons

29 ¹ A true and correct copy of the Court's ruling on the Motion for Preliminary Approval of Class
30 Action Settlement entered on February 14, 2023 is attached hereto as **Exhibit A** and incorporated
31 by reference.



SPIVAK LAW

Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 working for Defendant as hourly, non-exempt employees in California at any time during the
2 period of May 29, 2016 to November 3, 2021 ("Class Period").

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 2. **Release by Plaintiff and Class Members.** The Settlement will release any further
9 attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any
10 kind by each and all of the Settlement Class Members (including participation to any extent in
11 any representative or collective action), against Defendant and all of those entities' and
12 individual's past, present and future agents, employees, servants, officers, directors, partners,
13 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity
14 sponsors, related corporations, divisions, joint venturers, assigns, predecessors, successors,
15 service providers, insurers, consultants, subcontractors, joint employers, employee benefit plans
16 and fiduciaries thereof, affiliated organizations, and all persons acting under, by, through or in
17 concert with any of them, and each of them, arising during the period May 29, 2016 through
18 November 3, 2021, and arising from, could have been asserted, or related in any way to the claims
19 asserted in the Action against Defendant based on the facts pleaded in the operative complaint.
20 The Settlement Class members will release and discharge Defendant, and any of its former and
21 present parents, subsidiaries, owners, shareholders, officers, directors, employees, affiliates,
22 successors, assigns, agents, attorneys, legal representatives ("Released Parties"). *However, the
23 release provisions of this Settlement will be null and void in the event Defendant fails to make
24 any of the installment payments set forth in Settlement Agreement.*

25 3. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
27 provisions of the Settlement, including the release of claims contained therein, should be and
hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
according to its terms. As of the Effective Date of Settlement, and for the duration of the
Settlement Class Period, all Class Members are hereby deemed to have waived and released all
Released Claims and are forever barred and enjoined from prosecuting the Released Claims



SPIVAK LAW

Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 against the Releasees as fully set forth in the Settlement. No objections were received by the
2 Parties or the Court through the date of this Final Order and Judgment. The Court finds three (3)
3 Class Member(s)—Holly Bom, , Andrew Peterson, and Mariana Silva submitted a request for
4 exclusion from the Settlement as determined by the Settlement Administrator and therefore is/are
5 not in the Settlement Class. The Class Member(s) who submitted a valid request for exclusion,
6 however, will remain as PAGA Members and will receive their PAGA portion of the settlement
7 shares.

8 4. The Court finds and determines that (a) the Settlement Shares to be paid to
9 Participating Class Members and (b) the LWDA payment as civil penalties under the California
10 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
11 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
12 final approval to, and orders the payment of, those amounts be made to the Participating Class
13 Members and to the California Labor & Workforce Development Agency ("LWDA"), in
14 accordance with the terms of the Settlement.

15 5. The Court further grants final approval to and orders that the following payments
16 be made in accordance with the terms of the Settlement:

17 a. Class Counsel fees & costs of \$83,333.00 in attorneys' fees and
18 \$6,496.13.00 in litigation costs to Class Counsel;

19 b. \$10,000.00 as a Class Representative Payment award payable to Plaintiff
20 Jose Lozano Sandoval for his service as a Class Representative;

21 c. \$16,000.00 in costs of the Settlement Administrator payable to Phoenix
22 Class Action Administration Solutions for its services as the Settlement Administrator; and

23 d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the
24 LWDA.

25 7. The settlement shall proceed as directed in the Settlement, and no payments
26 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement.
27 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
jurisdiction of all matters relating to the interpretation, administration, implementation,
effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
California Rule of Court 3.769(h).

8. Within ten (10) calendar days of the Effective Date of Settlement and pursuant to

1 the Settlement's installment payment plan, Defendant shall begin to deposit the Settlement
2 proceeds in an account designated by the Settlement Administrator: (i) the total amount of all
3 Settlement Shares to Participating Class Members, (ii) the Court approved Class Counsel fees &
4 costs, (iii) the Court-approved Class Representative Payment, (iv) the Court-approved costs of
5 the Settlement Administrator, and (v) the payment to the LWDA.

6 9. Defendant's payment of such sums shall be the sole financial obligation of
7 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
8 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
9 expenses.

10 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
11 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
12 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Settlement
13 Administrator shall remit any amounts from Voided Settlement Checks and otherwise unclaimed
14 (the "Residue"), plus interest on the Residue at the legal rate of interest from the date of entry of
15 the initial judgement to the California Unclaimed Property Fund.

16 11. The Parties shall file a ^{interim} ~~final~~ accounting report by 12/31/24. A non-
17 appearance case review re submission of a final report is scheduled for 12/31/24 at
18 8:30 .m. in Department S-26. The Parties shall also prepare and file a stipulation and
19 proposed order and proposed Amended Final Order and Judgment by _____ which
20 includes the amount of distribution of unpaid cash Residue, and unclaimed or abandoned funds
21 to the non-party, the accrued interest on that sum. The stipulation shall be signed by counsel for
22 the class and defense counsel in accord with the proposed Amended Final Order and Judgment.
23 If there are objections by any party or non-party, class counsel shall immediately notify the Court
24 and the matter will be set for further hearing. ~~A non-appearance hearing for the lodging of the~~
25 ~~stipulation and proposed order and separate amended judgment is scheduled for~~
26 _____ at _____ .m. in Department S-26.

27 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
deposit funds for distribution by the Settlement Administrator to Participating Class Members in
accordance with the Settlement.

13. The Court hereby enters final judgment in this case in accordance with the terms



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this
2 Final Order and Judgment.

3 14. The Parties are hereby ordered to comply with the terms of the Settlement.

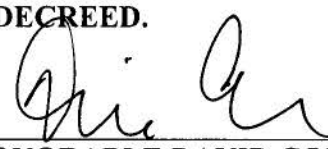
4 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
5 provided by the Settlement and this Final Order and Judgment.

6 16. The Settlement is not an admission by Defendant nor is this Final Order and
7 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
8 Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used
9 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
10 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
11 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
12 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
13 admission or concession with regard to, the denials or defenses of Defendant, and shall not be
14 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
15 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
16 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
17 and any other papers and records on file in the Action may be filed in this Court or in any other
18 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
19 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
20 the Released Claims.

21 17. This document shall constitute a Judgment for purposes of California Rule of
22 Court 3.769(h).

23 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

24 DATED: 4/5/23

25 
26 **THE HONORABLE DAVID COHN**
27 **JUDGE OF THE SUPERIOR COURT**



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

EXHIBIT A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 14 2023

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
(UNLIMITED JURISDICTION)

JOSE LOZANO SANDOVAL, on behalf of
himself and all others similarly situated, and as an
"aggrieved employee" on behalf of other
"aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff,

vs.

AMERICAN LANDSCAPE &
MAINTENANCE INC., a California corporation;
and DOES 1-50, inclusive,

Defendant(s).

Case No. CIVDS2011904

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: December 20, 2022
Hearing Time: 10:00 a.m.
Hearing Dept.: S-26, The Honorable
David S. Cohn

Action filed: 5/29/2020
Trial Date:

The Motion of Plaintiff Jose Lozano Sandoval (hereafter referred to as "Plaintiff") for Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court, The Honorable David Cohn presiding. The Court having considered the Motion and supporting attorney declarations and exhibits, the Joint Stipulation of Class Action Settlement and Release

1 of Claims ("Settlement" or "Settlement Agreement"), and supporting papers, HEREBY ORDERS
2 THE FOLLOWING:

3 1. The Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
5 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
6 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
7 Settlement appear to be fair, adequate, and reasonable to the Settlement Class, and (b) the
8 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
9 only to any objections that may be raised at the final hearing and final approval by this Court. The
10 Court will make a determination at the hearing on the motion for final approval of class action
11 settlement (the "Final Approval Hearing") as to whether the Settlement is fair, adequate and
12 reasonable to the Settlement Class.
13

14 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
15 all persons working for Defendant American Landscape & Maintenance Inc. ("Defendant") as
16 hourly, non-exempt employees in California during the Class Period. The "Class Period" shall
17 mean the period of time from May 29, 2016, through November 3, 2021. Defendant estimates
18 that as of November 3, 2021, there were approximately 634 potential Settlement Class members.
19 The "Effective Date" means as follows: If no objection to this Settlement or to any of the terms
20 and or conditions of the Settlement are filed by Plaintiff, another member of the Settlement class,
21 or any intervenor to this Lawsuit, the Effective Date shall occur on the day that the Court enters
22 an order of final approval of this Settlement; however, if any objection to this Settlement or to
23 any of the terms and or conditions of the Stipulation is filed by a member of the Settlement class,
24 or any intervenor to this Lawsuit, the Effective Date shall occur upon the expiration of the time
25
26
27
28

1 for the filing any appeal of the order of final approval of this Settlement. If an appeal is filed or
2 any writ granted, then the Effective Date shall occur after the appeal has been dismissed or the
3 writ dissolved and when there is no further time to appeal the dismissal of the appeal or the
4 dissolution of the writ.

5
6 3. This action is provisionally certified pursuant to section 382 of the California Code
7 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
8 purposes of settlement only with respect to the proposed Settlement Class.

9 4. The Court hereby preliminarily finds that the Settlement was the product of
10 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making
11 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
12 the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation
13 of Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a
14 compromise of the Parties' respective positions. The Court further preliminarily finds that the
15 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
16 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
17 Settlement was entered into in good faith.

18
19 5. The Court finds that the dates set forth in the Settlement for mailing and
20 distribution of the Class Notice meet the requirements of due process and provide the best notice
21 practicable under the circumstances, and constitute due and sufficient notice to all persons entitled
22 thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as
23 set forth in the Settlement. Accordingly, the Court orders the following implementation schedule
24 for further proceedings:
25

26 a. Within fourteen (14) days of this Preliminary Approval Order, Defendant shall
27
28

1 provide Phoenix Class Action Administration Solutions, the appointed
2 Settlement Administrator, with: (a) An electronic database of all Class
3 Members, last known mailing address, Social Security number ("Class
4 Members' Data"); and (b) Corresponding to each Class Member's name,
5 Defendant shall provide a figure indicating the total number of workweeks
6 during the Class Period in which Defendant employed the Class Member. That
7 number of Workweeks shall be referred to as that Class Member's "Individual
8 Workweeks;" (c) If any of the Class Members' Data are unavailable to
9 Defendant, Defendant will so inform Class Counsel and the Parties will make
10 their best efforts to reconstruct or otherwise agree upon the Class Members'
11 Data prior to when it must be submitted to the Settlement Administrator. Class
12 Members' Data will otherwise remain confidential and will not be disclosed to
13 anyone, except as necessary to applicable taxing authorities, or pursuant to
14 Defendant's express written authorization or by order of the Court.
15

16
17 **b. Mailing of Class Notice.** Approximately fourteen (14) days after receiving the
18 Class Members' Data, or as soon thereafter as it can do so, the Settlement
19 Administrator will mail the Class Notice to all identified Class Members via
20 first-class U.S. mail using the mailing address information provided by
21 Defendant, unless modified by any updated address information that the
22 Settlement Administrator obtains in the course of administration of the
23 Settlement.
24

25 **c. Returned Class Notice.** If a Class Notice is returned because of an incorrect
26 address, the Settlement Administrator will promptly, and not later than ten (10)
27
28

1 days from receipt of the returned Class Notice, search for a more current
2 address for the Class Member and re-mail the Class Notice to the Class
3 Member. The Settlement Administrator will use the Class Members' Data and
4 otherwise work with Defendant's Counsel and Class Counsel to find a more
5 current address. The Settlement Administrator will be responsible for taking
6 reasonable steps, consistent with its agreed-upon job parameters, court orders,
7 and fee, to trace the mailing address of any Class Member for whom a Class
8 Notice is returned as undeliverable by the U.S. Postal Service. These
9 reasonable steps shall include the tracking of all undelivered mail; performing
10 address searches for all mail returned without a forwarding address; and
11 promptly re-mailing to Class Members for whom new addresses are found. If
12 the Class Notice is re-mailed, the Settlement Administrator will note for its
13 own records and notify Class Counsel and Defendant's Counsel of the date and
14 address of each such re-mailing as part of a weekly status report provided to
15 the Parties.

16
17
18 **d. Declaration of Settlement Administrator.** Not later than twenty-one (21)
19 court days prior to the Final Approval Hearing, the Settlement Administrator
20 will provide the Parties for filing with the Court a declaration of due diligence
21 setting forth its compliance with its obligations under this Agreement. Prior to
22 the Final Approval Hearing, the Settlement Administrator will supplement its
23 declaration of due diligence if any material changes occur from the date of the
24 filing of its prior declaration.

25
26 **e. Requests for Exclusion from Settlement; and Objections to Settlement.**
27
28

1 Class Members may submit requests to be excluded from the effect of the
2 Settlement, or objections to the Settlement, pursuant to the following
3 procedures:

- 4 i. **Request for Exclusion from Settlement.** A Class Member may
5 request to be excluded from the effect of this Agreement, and any
6 payment of amounts under this Agreement, by timely mailing a letter
7 to the Settlement Administrator stating that the Class Member wants to
8 be excluded from this Action. This letter must include the Class
9 Member's name, address, telephone number, and signature. To be valid
10 and timely, the request to be excluded must be postmarked by the date
11 specified in the Class Notice (60 days from the initial mailing of the
12 Class Notice by the Settlement Administrator). A Class Member may
13 use the Exclusion Request form (**Exhibit B** to the Settlement), though
14 a Class Member is not obligated to do so to request exclusion from the
15 Settlement. A Class Member who properly submits a valid and timely
16 request to be excluded from the Action shall not receive any payment
17 of any kind in connection with this Agreement or this Action, shall not
18 be bound by or receive any benefit of this Agreement, and shall have
19 no standing to object to the Settlement, except that the request for
20 exclusion shall not be effective as to the release of claims arising under
21 PAGA and shall not preclude the Class Member from receiving their
22 share of the PAGA Penalties. A request for exclusion must be mailed
23 to the Settlement Administrator at the address provided on the Class
24
25
26
27
28

1 Notice. The Settlement Administrator shall transmit the request for
2 exclusion to counsel for the Parties as follows:

3
4 *To Class Counsel:*

5 David G. Spivak, Esq.
6 THE SPIVAK LAW FIRM
7 8605 Santa Monica Bl
8 PMB 42554
9 West Hollywood, CA 90069

To Defense Counsel:

Julie A. Vogelzang, Esq.
Schor Vogelzang & Chung LLP
2170 Fourth Ave.
San Diego, CA 92101

10 ii. **Objections to Settlement.** The Class Notice will provide that any
11 Class Member who does not request exclusion from the Action and
12 who wishes to object to the Settlement should submit an objection in
13 writing to the Settlement Administrator. To be valid, an objection must
14 be postmarked by the Response Deadline and received by the
15 Settlement Administrator. The written objection to the Settlement
16 should set forth the grounds for the objection and the other information
17 required by this paragraph. The objection should be mailed to the
18 Settlement Administrator at the address provided on the Class Notice.
19 The Settlement Administrator shall transmit the objections to counsel
20 for the Parties as follows:
21
22

23 *To Class Counsel:*

24 David G. Spivak, Esq.
25 THE SPIVAK LAW FIRM
26 8605 Santa Monica Bl
27 PMB 42554
28 West Hollywood, CA 90069

To Defense Counsel:

Julie A. Vogelzang, Esq.
Schor Vogelzang & Chung LLP
2170 Fourth Ave.
San Diego, CA 92101

1 Counsel will promptly file such objection with the Court. The written
2 objection should state the objecting Class Member's full name,
3 address, and the approximate dates of his or her employment with
4 Defendant. The written objection should state the basis for each
5 specific objection and any legal support in clear and concise terms. The
6 written objection also should state whether the Class Member intends
7 to formally intervene and become a party of record in the action, and
8 upon formally intervening, appear and argue at the Final Approval
9 Hearing.
10

11 Regardless of whether an objecting Class Member complies with the
12 objection procedure encouraged above, the Court will provide a Class
13 Member with the opportunity to speak at the final approval hearing
14 regardless of whether he or she has filed an appearance or submitted a
15 written opposition beforehand. If the objecting Class Member does not
16 formally intervene in the action and/or the Court rejects the Class
17 Member's objection, the Class Member will still be bound by the terms
18 of this Agreement.
19

20 **Report.** Not later than fourteen (14) days after the deadline for
21 submission of requests for exclusion, the Settlement Administrator will
22 provide the Parties with a complete and accurate list of all Class
23 Members who sent timely requests to be excluded from the Action and
24 all Class Members who objected to the settlement.
25

26 6. The Court approves, as to form and content, the Class Notice in substantially the
27
28

1 form attached as Exhibit A to the Settlement, the Exclusion Request form in substantially the
2 form attached as Exhibit B to the Settlement, and the Workweeks Dispute form in substantially
3 the form attached as Exhibit C to the Settlement.

4 7. The Court approves, for settlement purposes only, David Spivak of The Spivak
5 Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

6 8. The Court approves, for settlement purposes only, Jose Lozano Sandoval as the
7 Class Representative.

8 9. The Court approves Phoenix Class Action Administration Solutions as the
9 Settlement Administrator.

10 10. The Court preliminarily approves Class Counsel's request for attorneys' fees and
11 costs subject to final review by the Court.

12 11. The Court preliminarily approves the estimated Settlement Administrator costs
13 payable to the Settlement Administrator subject to final review by the Court.

14 12. The Court preliminarily approves Plaintiff's Class Representative Payment subject
15 to final review by the Court.

16 13. A Final Approval Hearing shall be held on 10.8.23 at 10:00a.m. in
17 Department S-26 of the Superior Court for the State of California, County of San Bernardino,
18 located at the San Bernardino Courthouse, 247 West Third Street, San Bernardino, CA 92415-
19 0210 to consider the fairness, adequacy and reasonableness of the proposed Settlement
20 preliminarily approved by this Preliminary Approval Order, and to consider the application of
21 Class Counsel for attorneys' fees and costs and the Class Representative Payment to the Class
22 Representative. The notice of motion and all briefs and materials in support of the motion for
23 final approval of class action settlement and motion for attorneys' fees and litigation costs shall
24
25
26
27
28

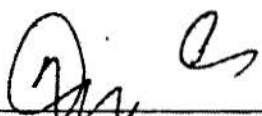
1 be served and filed with this Court on or before per CCP.

2 14. If for any reason the Court does not execute and file a final approval order and
3 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
4 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
5 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
6 litigation, as more specifically set forth in the Settlement.
7

8 15. The Court expressly reserves the right to adjourn or continue the Final Approval
9 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
10 prompt notice of any continuance to Settlement Class members who object to the Settlement.

11 **IT IS SO ORDERED.**

12
13 DATED: 2/14/20

14 
15
16
17
18
19
20
21
22
23
24
25
26
27
28
THE HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT

State of California,
County of Los Angeles

1. I am a citizen of the United States and 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 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Wednesday, May 24, 2023, I served the foregoing document described as **REVISED [PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT** interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

Janelle Thorton, Esq.
Julie A. Vogelzang, Esq.
SCHOR VOGELZANG & CHUNG LLP
2170 Fourth Avenue
San Diego, CA 92101
Julie@SVClegal.com
Janelle@SVClegal.com

____ (BY MAIL) I caused such an envelope to be mailed by placing it for collection and mailing, in the course of ordinary business practice, with other correspondence of The Spivak Law Firm, 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address nora@spivaklaw.com.

EXECUTED on Wednesday, May 24, 2023, at Burbank, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Nora Greer
NORA GREER