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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MEYBELL PEREZ, on behalf of herself and all
others similarly situated

Plaintiff,

vs.

BLOWER-DEMPSAY CORPORATION, a
California corporation, LYNEER STAFFING
SOLUTIONS, LLC, a Delaware limited
liability company and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2020-01140589-CU-OE0CXC
ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Peter Wilson

DEPT: CX101

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

Date: March 23, 2023

Time: 2:00 p.m.

Dept.: CX101

1 WHEREAS, this action is pending before this Court as a putative class action (the
2 “Action”); and

3 WHEREAS, Plaintiff, through an unopposed motion for preliminary approval, has
4 applied to this Court for an order preliminarily approving the settlement of the Action in
5 accordance with the Settlement Agreement), and any exhibit annexed thereto, which sets forth
6 the terms and conditions for a proposed settlement and final resolution of the Action upon the
7 terms and conditions set forth therein; and the Court having read and considered the Settlement
8 Agreement and the exhibit annexed thereto;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. This Order incorporates by reference the definitions in the final version of the
11 Settlement Agreement (attached as Exhibit 1 to the Declaration of James R. Hawkins, Esq.)
12 which has been filed with the Court and all terms defined therein shall have the same meaning in
13 this Order as set forth in the Settlement Agreement;

14 2. The Court hereby conditionally certifies the Class for settlement purposes only.
15 For the purposes of this settlement, the Class is defined as: all individuals employed by
16 Defendants in California, to work at the Blower-Dempsey facility, who occupied non- exempt
17 positions during the liability period which encompasses May 26, 2016 to the earlier of (a) the
18 date the Court enters the Order preliminarily approving the settlement; or (b) February 28, 2023
19 (“Class Period”). Should for whatever reason the Settlement not become final, the fact that the
20 Parties were willing to stipulate to class certification as part of the Settlement shall have no
21 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
22 in a non-settlement context;

23 3. Aggrieved Employees shall mean all current and former nonexempt employees
24 who were employed in California either directly and/or jointly by Defendants from May 26,
25 2016 to the earlier of (a) the date the Court enters the Order preliminarily approving the
26 settlement; or (b) February 28, 2023;

27 4. The Court hereby authorizes the retention of Simpluris, Inc. as Settlement
28 Administrator for the purpose of this Settlement;

1 5. The Court hereby conditionally finds that James R. Hawkins and Isandra
2 Fernandez of the law firm of James Hawkins, APLC may act as counsel for the Class. The Court
3 further conditionally finds that Plaintiff Maybell Perez may act as the class representative for the
4 Class;

5 6. The Court hereby preliminarily APPROVES the proposed Notice of Class Action
6 Settlement (attached as Exhibit A to the Settlement Agreement) and Opt Out and Exclusion
7 Forms (attached as Exhibit B and C to the Settlement Agreement, respectively). The Court
8 further finds that the Class Notice appears to fully and accurately inform the Class Members of
9 all material elements of the proposed Settlement Agreement, of the Class Members' right to be
10 excluded from the Class, and of each Class Member's right and opportunity to object to the
11 Settlement. The aforementioned shall be mailed to the Class Members as set forth in the
12 Settlement Agreement;

13 7. The Court finds on a preliminary basis that the Settlement Agreement appears to
14 be within the range of reasonableness of a settlement that could ultimately be given final
15 approval by this Court. It appears to the Court on a preliminary basis that the settlement amount
16 is fair, adequate and reasonable as to all potential Class Members when balanced against the
17 probable outcome of further litigation relating to liability and damages issues. It further appears
18 that investigation and research have been conducted such that counsel for the Parties, at this
19 time, are able to reasonably evaluate their respective positions. It further appears to the Court
20 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
21 the delay and risks that would be presented by the further prosecution of the Action. It further
22 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
23 length negotiations;

24 8. The Court orders the following implementation schedule for further proceedings:

Preliminary approval order.	
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Deadline for Defendants to provide the Class List to the Settlement Administrator.	_____, 2023 (within ten (10) calendar days after Court Grants Preliminary Approval).
Mail notices to Settlement Class Members.	_____ 2023 (within fifteen (15) calendar days after Settlement Administrator Receives Class List from Defendant).
Deadline for postmark by registered mail of any Opt Out.	_____, 2023 (by the close of the Notice Period).
Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	_____ 2023 (by the close of Notice Period).
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____ 2023
Final Fairness and Final Approval Hearing.	_____ 2023

IT IS SO ORDERED.

Dated: _____

Hon. Peter Wilson
Judge of the Orange County Superior Court