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

SUNSHINE DEERING, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ROMAN EMPIRE ABA SERVICES, INC.,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RG20072383

*(Assigned for all purposes to the Hon. Brad
Seligman, Dept. 23)*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: May 9, 2023

Time: 3:00 p.m.

Dept.: 23

Reservation ID: 530453113646

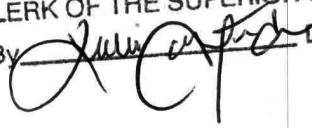
Complaint Filed: September 2, 2020

Trial Date: Not Set

FILED
ALAMEDA COUNTY

MAY 26 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

1 Plaintiff Sunshine Deering's ("Plaintiff") Motion for Preliminary Approval of Class
2 Action Settlement came before this Court, on May 30, 2023, the Honorable Brad Seligman,
3 Judge presiding. The Court, having considered the papers submitted in support of the application
4 of the parties, hereby GRANTS the Motion for Preliminary Approval of Class Action Settlement
5 and ORDERS as follows:

6 1. All defined terms contained herein shall have the same meanings as set forth in the
7 Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement
8 Agreement" or "Agreement");

9 2. Plaintiff Sunshine Deering and Defendant Roman Empire ABA Services, Inc.
10 ("Defendant"), through their counsel of record in the Action, have reached an agreement to settle
11 all claims in the Action on behalf of the Class as a whole. The Court hereby conditionally certifies
12 the following Class for settlement purposes only:

13 all non-exempt employees who are or previously were employed by
14 Roman Empire ABA Services, Inc. in California during the period
15 of September 2, 2016, through November 30, 2022.

16 3. If, for any reason, the settlement is not finally approved, the fact that the Parties
17 were willing to stipulate to certification of a class as part of the Settlement Agreement shall have
18 no bearing on, or be admissible in connection with, the Action or the issue of whether a class
19 should be certified in a non-settlement context.

20 4. The Court appoints and designates: (a) Plaintiff Sunshine Deering as Class
21 Representatives and (b) Larry W. Lee and Nicholas Rosenthal of Diversity Law Group, P.C. as
22 Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
23 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
24 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
25 Member may enter an appearance through his or her own counsel at such Class Member's own
26 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf
27 and who does not opt-out of the settlement will be represented by Class Counsel.

28 5. The Court hereby approves the terms and conditions provided for in the Settlement

1 Agreement.

2 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
3 Settlement Amount of Three Hundred Eighty Thousand Dollars (\$380,000.00).which is to be
4 distributed as follows: (a) Ten Thousand Dollars (\$10,000.00) is to be paid to Plaintiff Sunshine
5 Deering as a Class Representative Service Award; (b) One Hundred Twenty-Six Thousand Six
6 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$126,666.67) shall be paid to Class Counsel
7 for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000.00) for reimbursement of costs,
8 (c) Forty Thousand Dollars (\$40,000.00) shall be allocated as PAGA penalties, of which Thirty
9 Thousand Dollars (\$30,00.00) shall be paid to the California Labor and Workforce Development
10 Agency ("LWDA"), and (d) the Settlement Administrator shall be paid for its fees and costs
11 relating to the settlement administration process which is expected to not exceed Twelve
12 Thousand Dollars (\$12,000.00). The Court further hereby preliminarily approves the Net
13 Settlement Amount and the formulas provided in the Settlement Agreement regarding Individual
14 Settlement Payments as set forth and negotiated for in the Settlement Agreement. The court defers
15 review and approval of the proposed attorney's fees and service award amounts until the final
16 fairness hearing.

17 7. The Court finds that on a preliminary basis the Settlement Agreement appears to
18 be within the range of reasonableness of a settlement, including the amount of the PAGA
19 penalties, Settlement Administration Costs, and the allocation of payments to Class Members, that
20 could ultimately be given final approval by this Court. It appears to the Court on a preliminary
21 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the probable outcome of further litigation relating to liability and damages
23 issues. It also appears that extensive and costly investigation, research, and court proceedings
24 have been conducted so that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It appears to the Court that settlement at this time will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action. It also appears that settlement has been reached as a result of
28 intensive, serious, and non-collusive arm's-length negotiations.

1 8. A Final Fairness and Final Approval is hereby set for October 10, 2023, at 3:00
2 p.m. in this Court to determine all necessary matters concerning the Settlement Agreement,
3 including whether the proposed settlement of the action on the terms and conditions provided for
4 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by
5 the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
6 herein.

7 9. The Court hereby approves, as to form and content, the revised Notice of Pendency
8 of Class Action Settlement (“Class Notice”) to be sent to Class Members, which is attached as
9 Ex. B to 5/23/2023 Supplemental Rosenthal declaration. The Court finds that distribution of the
10 Class Notice to Class Members substantially in the manner and form set forth in the Settlement
11 Agreement and this Order meets the requirements of due process and shall constitute due and
12 sufficient notice to all parties entitled thereto.

13 10. The Court appoints and designates Phoenix Settlement Administrators as the
14 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
15 approved Class Notice to Class Members pursuant to the terms and procedures set forth in the
16 Settlement Agreement.

17 11. Any Class Member may choose to opt out of and be excluded from the settlement
18 as provided in the Settlement Agreement and Class Notice and by following the instructions for
19 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
20 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
21 Request for Exclusion must be in writing and signed by each such Class Member opting out and
22 must otherwise comply with the requirements delineated in the Class Notice. Class Members who
23 have not requested exclusion by submitting a valid and timely Request for Exclusion, by the
24 Response Deadline, shall be bound by all determinations of the Court, the Settlement Agreement,
25 and Judgment.

26 12. Any Class Member, who does not opt-out of the settlement, may object to the
27 Settlement Agreement or express his or her views regarding the Settlement Agreement, and may
28 present evidence and file briefs or other papers that may be proper and relevant to the issues to be

1 heard and determined by the Court as provided in the Class Notice. Any Class Member who does
2 not make his or her objection in the manner provided for in the Settlement Agreement and Class
3 Notice, including by the Response Deadline, or at the Final Approval Hearing, shall be deemed to
4 have waived such objection and shall forever be foreclosed from making any objection to the
5 Settlement Agreement.

6 13. The Motion for Final Approval shall be filed by Plaintiff no later than sixteen (16)
7 court days before the Final Fairness and Final Approval hearing.

8 14. In the event that the Effective Date occurs, all Participating Class Members and
9 Plaintiff will be deemed to have forever released and discharged the Released Claims. Further, the
10 LWDA will be deemed to have forever released the Released PAGA Claims. Plaintiff
11 additionally will be deemed to have waived her rights under California Civil Code § 1542.

12 The Court reserves the right to adjourn or continue the date of the Final Fairness and Final
13 Approval hearing and all dates provided for in the Settlement Agreement without further notice to
14 the Class, and retains jurisdiction to consider all further applications arising out of or connected
15 with the Settlement Agreement.

16 **IT IS SO ORDERED.**

17
18 Dated: 5/26/2023



HON. BRAD SELIGMAN
SUPERIOR COURT OF CALIFORNIA