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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

1 Plaintiff Sunshine Deering's ("Plaintiff") Motion for Preliminary Approval of Class
2 Action Settlement came before this Court, on May 9, 2023, the Honorable Brad Seligman, Judge
3 presiding. The Court, having considered the papers submitted in support of the application of the
4 parties, hereby GRANTS the Motion for Preliminary Approval of Class Action Settlement and
5 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.

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

28 8. A Final Fairness and Final Approval is hereby set for _____ at

_____ in this Court to determine all necessary matters concerning the Settlement Agreement, including whether the proposed settlement of the action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered herein.

9. The Court hereby approves, as to form and content, the Notice of Pendency of Class Action Settlement (“Class Notice”) to be sent to Class Members, which is attached as an exhibit to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

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

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

12. Any Class Member, who does not opt-out of the settlement, may object to the Settlement Agreement or express his or her views regarding the Settlement Agreement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Any Class Member who does

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

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

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

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

15 **IT IS SO ORDERED.**

16
17 Dated: _____

HON. BRAD SELIGMAN
SUPERIOR COURT OF CALIFORNIA