

ORIGINAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SARAH P. ESPINOZA,

Plaintiffs,

vs.

LOVE'S COUNTRY STORES OF
CALIFORNIA;
and DOES 1-100, inclusive,

Defendants.

Case No.: CIVDS2016481

ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

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

NOV 16 2021

BY 
JESSICA MORALES, DEPUTY

Plaintiffs' Estefania Renteria and Sarah Espinoza's (collectively "Plaintiffs") unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") came on regularly for hearing on November 16, 2021 at 9:00 a.m. in Department S-26 of the above-captioned court, before the Honorable David Cohn. The hearing was conducted telephonically. Jenny D. Baysinger, Shani Zakay, and Jena-Claude Lapuyade appeared on behalf of Plaintiffs and _____ appeared on behalf of Defendant Love's Country Stores of California ("Defendant"). The Court, having fully and carefully reviewed Plaintiffs' Motion for Preliminary Approval, the memorandum and declarations in support thereof, the Stipulation of Settlement of Class Action and PAGA Action and Release of Claims ("Settlement Agreement"), including the proposed Class Notice, hereby makes the following determinations and orders¹:

1. Plaintiffs Estefania Renteria and Sarah Espinoza are preliminarily appointed as Class Representatives.

2. JCL Law Firm, APC, Zakay Law Group, APLC, and Mayall Hurley P.C. are preliminarily approved and appointed as Class Counsel.

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3. ILYM Group, Inc.

¹ All terms used in this Order Preliminary Approval of Class Action Settlement shall have the same meanings given those terms in the Parties' Stipulation of Settlement of Class Action and PAGA Action and Release of Claims ("Settlement Agreement", "Settlement", or "SA"), a copy which is attached as **Exhibit 1** to the Declaration of Jenny D. Baysinger.

BY FAX

1 4. ILYM Group, Inc. is appointed as the Settlement Administrator and shall administer the
2 Settlement in accordance with the terms set forth in the Settlement Agreement and perform the
3 functions set forth therein. The Court also preliminarily approves declared fees and costs of
4 administering the Settlement of up to \$16,763.60.

5 5. The Class of employees covered by the Parties' Settlement consists of all persons
6 Defendant classified as non-exempt employees who are or previously were employed by Defendant in
7 California between May 15, 2019 and May 25, 2021 (the "Class").

8 6. Pursuant to California Civil Procedure section 382, and for purposes of settlement only,
9 the Class is preliminarily and conditionally certified. The Class is estimated to include approximately
10 1,440 individuals who worked 50,296 Workweeks within the Class Period.

11 7. The Court grants preliminary approval of the Settlement between Plaintiff and
12 Defendant, based upon the terms set forth in the Settlement Agreement.

13 a. As to the Class, the Settlement Agreement appears to be fair, adequate and
14 reasonable, and the Court preliminarily approves the terms of the Settlement
15 Agreement.

16 b. The Court approves, as to form and content, the Class Notice, in substantially the
17 form attached as **Exhibit A** to the Settlement Agreement. The Court further
18 approves the procedure by which Class Members may opt out of, and object to, the
19 Settlement as set forth in the Settlement Agreement and the Class Notice.

20 8. The Court directs mailing of the Class Notice in accordance with the terms of the
21 Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the
22 mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process
23 and provide the best notice practicable under the circumstances and shall constitute due and sufficient
24 notice to all persons entitled thereto.

25 9. Subject to further consideration by the Court at the time of the Final Approval Hearing,
26 the proposed PAGA allocation of \$80,000 and payment to the LWDA of \$60,000 is preliminarily
27 approved. Distribution of \$20,000 to the Aggrieved Employees based on the formula outlined in the
28 Settlement Agreement is also approved.

10. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed Class Representative Service Awards of \$10,000 each, 0.476% of the Gross Settlement Amount each (\$20,000 or 0.95% of the GSA, total), to Plaintiffs for each's respective service as Class Representative is preliminarily approved.

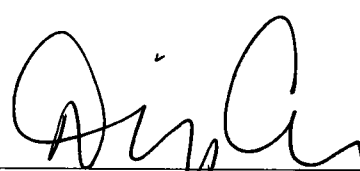
11. Subject to further consideration by the Court at the time of the Final Approval Hearing, Class Counsel's request of attorneys' fees in the amount of one-third of the Gross Settlement Amount, presently expected to be \$700,000, allocated 30% to JCL Law Firm, 30% to Zakay Law Group, and 40% to Mayall Hurley, P.C., and declared costs of up to \$30,000, are preliminarily approved.

12. The Court adopts the following dates and deadlines:

Defendant to provide Class Data to the Settlement Administrator.	Within 10 business days of the Court's execution of the Order Granting Preliminary Approval. SA ¶ III.N.1.
Settlement Administrator to mail Class Notice.	Within 14 calendar days of its receipt of the Class Data from Defendant. SA ¶ III.N.3.
Deadline for Class Members to object to, or opt out of, the Settlement.	Within 45 calendar days after the mailing of the Class Notice.
Deadline for Plaintiff to file Motions for Final Approval, Attorneys' Fees, Costs, and Service Payments	Not less than 16 court days before the Final Approval hearing.
Final Approval Hearing.	Not less than 100 days after the Court's execution of the Order Granting Preliminary Approval.

13. A Final Approval hearing on the question of whether the proposed Settlement, attorneys' fees to Class Counsel, and the Class Representatives' Service Payments should be finally approved as fair, reasonable and adequate is scheduled in for 3.8, 2022 at 10:00 (a.m.) / p.m.. The parties to the Agreement are directed to carry out their obligations under the Settlement Agreement.

Dated: 11/16/21


HON. DAVID COHN
SUPERIOR COURT JUDGE