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17 **SUPERIOR COURT OF CALIFORNIA**

18 **COUNTY OF MONTEREY**

19 REBECCA PINEDA, as an individual and
20 on behalf of all others similarly situated,

21 Plaintiffs,

22 vs.

23 IPPOLITO INTERNATIONAL L.P.; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No. 20CV001851

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

Date: November 16, 2021

Time: 9:00 A.M.

Dept.: 13

1 Plaintiff Rebecca Pineda's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on October 22, 2021, and a
3 hearing was held before this Court on November 16, 2021. Plaintiff's counsel, Larry W. Lee
4 of Diversity Law Group, P.C., and B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick &
5 Swanston, appeared on behalf of Plaintiff, and Defendant's counsel, Kalley R. Aman of
6 Buchalter, appeared on behalf of Defendant Ippolito International L.P. ("Defendant").

7 The Court has considered the Joint Stipulation of Class Action Settlement
8 ("Stipulation" or "Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair,
12 adequate, and reasonable to the Class.

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and
15 PAGA claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class
16 (as defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 All current and former employees of Defendant in the State of
20 California who were paid wages at any time during the period of
April 2, 2019, through October 31, 2020. ("Class Period").

21 Should for whatever reason the Settlement Agreement not become Final, the fact that
22 the Parties were willing to stipulate to certification of a class as part of the Settlement
23 Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the
24 issue of whether a class should be certified in a non-settlement context.

25 4. The Court appoints and designates: (a) Plaintiff Rebecca Pineda as the Class
26 Representative and (b) Larry W. Lee of Diversity Law Group, P.C., and B. James Fitzpatrick
27 and Laura L. Franklin of Fitzpatrick & Swanston, as Class Counsel for the Class. Class
28 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required

1 by, or which may be given, pursuant to the Settlement Agreement, and such other acts
2 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
3 may enter an appearance through his or her own counsel at such Class Member's own
4 expense. Any Class Member who does not enter an appearance or appear on his or her own
5 behalf will be represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
8 falls within the range of reasonableness of a settlement, including the amount of the PAGA
9 penalties, and appears to be presumptively valid, subject only to any objections that may be
10 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
11 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
12 Members when balanced against the probable outcome of further litigation relating to liability
13 and damages issues. It also appears that investigation, research, and court proceedings have
14 been conducted so that counsel for the Settling Parties are able to reasonably evaluate their
15 respective positions. It appears to the Court that settlement at this time will avoid substantial
16 additional costs by all Settling Parties, as well as avoid the delay and risks that would be
17 presented by the further prosecution of the Litigation. It also appears that settlement has been
18 reached as a result of intensive, serious, and non-collusive arm's length negotiations.

19 6. A final fairness hearing on the question of whether the proposed Settlement
20 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and
21 costs to Class Counsel, the payment to the Claims Administrator, the payment to the Labor
22 Workforce & Development Agency, and the Class Representative Enhancement Payment
23 should be finally approved as fair, reasonable, and adequate as to the members of the Class is
24 hereby set for _____ at _____ in this Court.

25 7. The Court hereby approves, as to form and content, the Notice of Class Action
26 Settlement ("Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
27 Declaration of Larry W. Lee. The Court finds that distribution of the Notice to Class Members
28 substantially in the manner and form set forth in the Settlement Agreement and this Order

1 meets the requirements of due process and shall constitute due and sufficient notice to all
2 parties entitled thereto.

3 8. The Court appoints and designates Phoenix Settlement Administrators as the
4 Claims Administrator. The Court hereby directs the Claims Administrator to provide the
5 approved Notice to Class Members using the procedures set forth in the Settlement
6 Agreement.

7 9. Any Class Member may object to the Settlement Agreement or express his or
8 her views regarding the Settlement Agreement, and may present evidence and file briefs or
9 other papers that may be proper and relevant to the issues to be heard and determined by the
10 Court as provided in the Notice.

11 10. The Motion for Final Approval shall be filed by the Class Representative no
12 later than sixteen (16) court days before the Settlement Fairness Hearing.

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

17 IT IS SO ORDERED.

18
19 DATED: _____

HON. _____
SUPERIOR COURT OF CALIFORNIA