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11 **SUPERIOR COURT OF STATE OF CALIFORNIA**
12 **FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**

13 MARIA DE JESUS ROMERO, as an
14 individual and on behalf of other similarly
15 situated employees,

16 Plaintiff,

17 vs.

18 MARUCHAN, INC., a California corporation,
19 EMPLOYBRIDGE, LLC, a California
20 corporation, REAL TIME STAFFING
21 SERVICES, LLC, a California corporation and
22 DOES 1-50, inclusive,,
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25 Defendants.
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CASE NO.: 30-2020-01155487-CU-OE-
CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX101

**[PROPOSED] ORDER GRANTING
ROMERO PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 20, 2023
Time: 2:00 p.m.
Place: CX101

Case filed: August 17, 2020
Trial date: TBD

**[PROPOSED] ORDER GRANTING ROMERO PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER having been brought before the Court on behalf of Plaintiff Maria De
2 Jesus Romero (referred to herein as “Plaintiff”), through her attorneys, pursuant to California
3 Rule of Court 3.769 and other applicable rules and laws, to request an order granting preliminary
4 approval of a class action settlement and directing the dissemination of notice to the class (the
5 “Order”); the Court having reviewed the Plaintiff’s submissions, having held a hearing on _____,
6 and having found that Plaintiff is entitled to the relief sought, and for good cause shown:

7 IT IS HEREBY ORDERED that Plaintiff’s motion is GRANTED, and it is further
8 ORDERED as follows:

9 1. This proposed fully executed Stipulation of Class Action Settlement (“Settlement
10 Agreement” or “Agreement”), submitted with the motion and filed with the Court, is
11 preliminarily approved as being within the range of potential final approval.¹
12

13 2. Based upon the submission to the Court and attachments and exhibits thereto, the
14 Court conditionally makes the following findings solely for settlement purposes only, subject to
15 final approval at the Final Approval Hearing:

- 16 a. The Class Members are so numerous as to make joinder impracticable;
- 17 b. There are questions of law and fact common to the Class Members, and such
18 questions predominate over any questions affecting only individual Class
19 Members;
- 20 c. Named Plaintiff’s claims and the defenses thereto are typical of the claims of
21 the Class Members and the defenses thereto;
- 22 d. Named Plaintiff’s and Class Counsel can protect and have fairly and
23 adequately protected the interest of the Class members in the lawsuit; and
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27 ¹ Unless otherwise specified, all defined terms in this Order have the same meaning as the meaning described in the Settlement
28 Agreement, and those terms are incorporated here by this reference. To the extent there is any conflict between the definitions of those terms, the
definitions in the Settlement Agreement will control.

**[PROPOSED] ORDER GRANTING ROMERO PLAINTIFFS’ MOTION FOR
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1 e. A class action is superior to all other available methods for fairly and
2 efficiently resolving the claims in connection to this lawsuit and provides
3 substantial benefits to the Class Members.

4 3. Accordingly, solely for purposes of this settlement only, the Court preliminarily
5 approves the Named Plaintiff as representative of the Class Members, and conditionally certifies
6 a settlement class defined as follows:

7
8 All current and former non-exempt or hourly employees deployed by Real Time to
9 work at Maruchan's Deere Facility at any time during the Class Period whom did not
10 sign an arbitration agreement between August 17, 2016 through April 30, 2022.

11 4. Accordingly, solely for purposes of this settlement only, the PAGA Group Court is
12 defined as follows:

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14 All current and former non-exempt or hourly employees deployed by Real Time to
15 work at Maruchan's Deere Facility at any time between September 16, 2019 to April
16 30, 2022.

17 5. This matter is conditionally certified as a class action for settlement purposes only
18 under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6,
19 Rules 3.767 *et seq.*, and/or other laws as applicable. If the settlement does not receive final
20 approval, Defendants retain the right to assert that this action may not be certified as a class
21 action for liability purposes.

22 6. Solely for purposes of implementing the Settlement Agreement and for purposes of
23 this settlement, the Court preliminarily appoints as Class Counsel Jackson Law, APC.

24 7. The Court finds that the Settlement Agreement falls within the range of possible
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1 approval such that it warrants notice thereto and further orders notice of the settlement to be
2 disseminated to the Class Members in the manner set forth herein and in the Settlement
3 Agreement.

4 8. A final hearing (the “Final Approval Hearing”) shall be held before this Court on
5 _____ at _____ to determine whether: (a) the Court should finally approve the
6 Settlement Agreement and determine that the terms contained therein are fair, reasonable,
7 adequate, and in the best interests of the Class Members, (b) the Court should enter final
8 judgment dismissing with prejudice the operative Complaint in this lawsuit, (c) to approve the
9 application for the Attorneys’ Fee Award to Class Counsel and Named Plaintiffs’ Incentive
10 Awards in a manner consistent with the Settlement Agreement. The Final Approval Hearing may
11 be postponed, adjourned or continued by further order of this Court, without further notice to the
12 Class Members.

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14 9. At the Final Approval Hearing, the Court will consider and determine whether the
15 Settlement Agreement should be finally approved as fair, adequate and reasonable in light of any
16 timely valid objections presented by the Class Members and the parties’ responses to any such
17 objections that have been submitted to the Court in accordance with the provisions set forth
18 below.

19 10. The Court hereby approves the appointment of Simpluris, Inc. (“Claims
20 Administrator”) as the Claims Administrator for the purposes of disseminating the Class Notice
21 and Exclusion Form attached to the settlement agreement, which are hereby approved, and for
22 purposes of administering the terms of the settlement as set forth in the Settlement Agreement.
23 The Claims Administrator shall perform its duties consistent with the provisions contained
24 within the Settlement Agreement.

25 11. Any Class Member may object to the fairness, reasonableness or adequacy of the
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1 proposed settlement. To assert a valid and timely objection to the Settlement, a Class Member
2 may file an objection with the Court either in writing or at the time of the hearing or appear at the
3 hearing an object at that time.

4 12. The Court finds that the manner of dissemination and content of the Class Notice
5 specified in detail in the Settlement Agreement (i) is the best notice practicable, (ii) is reasonably
6 calculated, under the circumstances, to apprise Class Members of the pendency of the lawsuit
7 and of their right to object to or to exclude themselves from the proposed settlement, (iii) is
8 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive
9 notice, and (iv) meets all applicable requirements of applicable law.

10 13. Class Counsel shall file and serve papers in support of final approval of the
11 Settlement no later than sixteen (16) court days in advance of the Final Approval Hearing.

12 14. The Claims Administrator is hereby ordered no later than sixteen (16) court days
13 days before the Final Approval Hearing to file an affidavit attesting completeness and accuracy
14 of the proof of mailing of the Class Notice and Exclusion Form to the Class Members.
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16 Dated:

JUDGE OF THE SUPERIOR COURT

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18 By: _____
19 The Honorable Judge Peter Wilson
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