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6 *Attorneys for Plaintiff, the Putative Class and Aggrieved Employees*

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 JULIE MORA ANDRISANI, an individual,
10 on behalf of herself, and all others similarly
11 situated,

12 Plaintiff,

13 v.

14 DRACKO MERCHANDISING, INC., a
Texas corporation; and DOES 1 TO 50,
15 inclusive,

16 Defendants.
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FILED
Superior Court of California
County of Los Angeles
05/31/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Miro Deputy

Case No. 20STCV42108

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 14, 2022

Time: 10:30 a.m.

Dept: 12

Judge: Hon. Carolyn B. Kuhl

Complaint Filed: November 4, 2020

FAC Filed: January 11, 2021

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on March 14, 2022, in Department 12, the Honorable Carolyn B. Kuhl presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") ^{Amended} ~~attached as Exhibit A to the Declaration of Jonathan Melmed in support~~
8 ~~of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement.~~ All
9 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the ^{Amended} Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the ^{Amended} Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$225,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$75,000.00**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$12,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$9,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Counsel has and is able to adequately represent the proposed Class; (f)

1 the Class Representative is adequate to represent the Class; and (g) class-wide treatment of this
2 dispute is superior to individual litigation because common issues predominate over individual
3 issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the implementation schedule in Paragraph 13 below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement ("Class Notice"), in substantially the form attached ^{Amended} to the supplemental papers filed Apr. 14, 2022.
13 ~~to the herein as Exhibit 1.~~ The Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
14 the Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed as non-exempt employees by*
24 *Defendants in California from November 4, 2016 through August 12, 2021. See Settlement*
25 *Agreement, at § 1.40. The Class Period is defined as November 4, 2016 through August 12, 2021.*
26 *See Settlement Agreement, at § 1.10.*

27 9. All Settlement Class members who do not timely opt out will release all claims that
28 were pled or could have been pled in the operative First Amended Complaint, Andrisani v. Dracko

Merchandising, Inc., Superior Court of the State of California for the County of Los Angeles, Case No. 20STCV42108 (or any of the complaints in this matter), and which were plead or could have been pled in the operative first amended complaint (or any of the complaints in this matter) based on the facts alleged or ascertained during the pendency of the action that arose during the Class Period.

10. The Court confirms Plaintiff Julie Mora Andrisani as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints CPT Group, Inc. as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days following the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]

f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after July 1, 2022)	<u>October 5</u> , 2022 at <u>10:30</u> a.m./ p.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: 05/31/2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Hon. Carolyn B. Kuhl
Judge of the Superior Court, Los Angeles County