

VENTURA
SUPERIOR COURT
FILED

MAR 17 2022

BRENDA E. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

RACHEL JACOBS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

ISAC MARTINEZ, an individual, on behalf of) Case No.: 56-2021-00549236-CU-OE-VTA
himself and all others similarly situated,)

Plaintiffs,

vs.

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

PATRICK TREACY INC., a California
corporation, TREACY VILLA, a business
entity type unknown, AND TREACY HOUSE,
a business entity type unknown, and DOES 1-
50, inclusive,

Defendants.

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff Isac
2 Martinez. After reviewing the Motion for Preliminary Approval and the Class Action Settlement
3 Agreement ("Settlement Agreement") filed with the Court, and good cause appearing therefore,
4 the Court hereby finds and orders as follows:

- 5 1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement
6 Agreement appears to be fair, adequate and reasonable, falls within the range of
7 reasonableness, and therefore meets the requirements for preliminary approval.
- 8 2. The Court conditionally certifies for settlement purposes only the following class: "all
9 persons who worked as hourly non-exempt employees for Defendants in California at any
10 time from January 5, 2017, to August 31, 2020."
- 11 3. The Court finds, for purposes of settlement only, that the Class meets the requirements
12 for certification under section 382 of the California Code of Civil Procedure in that: (1)
13 the Class is so numerous that joinder is impracticable; (2) there are questions of law and
14 fact that are common, or of general interest, to all Settlement Class Members, which
15 predominate over individual issues; (3) the Named Plaintiff's claims are typical of the
16 claims of the Class; (4) the Named Plaintiff and Plaintiff's counsel will fairly and
17 adequately protect the interests of the Class; and (5) a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy.
- 19 4. The Court appoints for settlement purposes only, Named Plaintiff Isac Martinez as class
20 representative.
- 21 5. The Court appoints for settlement purposes only, Koul Law Firm and Law Offices of
22 Sahag Majarian II, as Class Counsel.
- 23 6. The Court appoints Simpluris as the Settlement Administrator.
- 24 7. The parties are ordered to carry out the settlement according to the terms of the
25 Settlement Agreement.
- 26 8. The Court orders the following implementation schedule:
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- 28

1 a. Deadline to mail notices to Class Members: April 4, 2022. (Within
2 twenty (20) calendar days of this Order.)

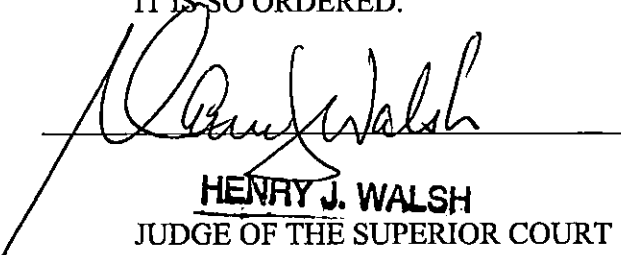
3 b. Deadline for serving and filing Motion for Final Approval: June 6,
4 2022.

5 c. Final Approval Hearing: August 22, 2022 at 8:30 ~~(a.m.)~~ (p.m.).

- 6 9. The Court approves, as to the form and content the Notice of Proposed Settlement of
7 Class Action ("Class Notice") which informs the members of the Class of the terms of
8 the proposed Settlement, the preliminary approval of the Settlement, and the scheduling
9 of the Final Approval Hearing. The Court finds that the dates selected for the mailing
10 and distribution of the Class Notice meet the requirements of due process, provide the
11 best notice practicable under the circumstances, and shall constitute due and sufficient
12 notice to all persons entitled thereto.
- 13 10. The Class Notice is hereby found to be the best means practicable of providing notice
14 under the circumstances, and, when completed, shall constitute due and sufficient notice
15 of the class action, proposed settlement, and the final approval hearing to all persons
16 affected by and/or authorized to participate in the settlement, in full compliance with due
17 process and the notice requirements of California Code of Civil Procedure § 877.6.

18
19 IT IS SO ORDERED.

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21 Dated: March 14, 2022

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23 **HENRY J. WALSH**
24 JUDGE OF THE SUPERIOR COURT
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