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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

FERNANDO FLORES, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

SAN JOSE, LLC; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV371772

(Assigned to the Honorable Theodore C. Zayner,
Department 19)

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

Date: April 30, 2025

Time: 1:30 P.M.

Dept.: 19

Action Filed: October 19, 2020

Trial Date: None Set

1 Plaintiff Fernando Flores's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on April 8, 2025, and a hearing, if
3 any, was held before this Court on April 30, 2025. Appearances for Plaintiff and Defendant San
4 Jose, LLC ("Defendant") (together with Plaintiffs, the "Parties") were noted on the record.

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

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement between Plaintiffs and
9 Defendants filed herewith. The Settlement appears to be fair, adequate, and reasonable to the
10 Class.

11 2. The Class Representatives and Defendants (hereafter, the "Parties"), through their
12 counsel of record in the Action, have reached an agreement to settle all claims in the Action on
13 behalf of the Class (as defined below and in the Settlement) as a whole.

14 3. The Court hereby conditionally certifies the following class for settlement purposes
15 only: all current and former California non-exempt employees, who were paid overtime wages
16 and/or shift differentials by Defendant at any time from April 22, 2019 to April 6, 202 (the "Class"
17 or "Class Members").

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

22 5. The Court appoints and designates: (a) Plaintiff Fernando Flores as the Class
23 Representatives; and (b) Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., as
24 Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
25 consents required by, or which may be given, pursuant to the Settlement, and such other acts
26 reasonably necessary to finalize the Settlement and its terms. Any Class Member may enter an
27 appearance through his or her own counsel at such Class Member's own expense. Any Class
28 Member who does not enter an appearance or appear on his or her own behalf will be represented
by Class Counsel.

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

13 7. A Final Fairness and Final Approval Hearing on the question of whether the
14 proposed Settlement, the allocation of payments to Participating Class Members, Class
15 Representative Service Payment to Plaintiff, Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment, Administration Expenses Payment and PAGA Penalties should be
17 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
18 _____ at _____ in this Court.

19 8. The Court hereby approves, as to form and content, the Notice of Class Action
20 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
21 Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in
22 the manner and form set forth in the Settlement and this Order meets the requirements of due
23 process and shall constitute due and sufficient notice to all parties entitled thereto.

24 9. The Court appoints and designates Phoenix Administrators as the Settlement
25 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
26 Class Notice to Class Members using the procedures set forth in the Settlement.

27 10. Any Class Member may choose to opt out of and be excluded from the settlement
28 as provided in the Settlement and Class Notice and by following the instructions to request
 exclusion. Provided, however, that no Class Member may opt out of or be excluded from

1 participating in the settlement of the released PAGA claims.

2 11. Any person who timely and properly opts out of the settlement will not be bound by
3 the Settlement or have any right to object, appeal, or comment thereon. Any opt out request must
4 be in writing and signed by each such Class Member opting out and must otherwise comply with
5 the requirements delineated in the Class Notice. Class Members who have not requested exclusion
6 by submitting a valid and timely opt out request, by the opt out deadline, shall be bound by all
7 determinations of the Court, the Settlement, and Judgment.

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

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

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

18 **IT IS SO ORDERED.**

19 DATED: _____

20 _____
21 HON. THEODORE C. ZAYNER
22 SUPERIOR COURT OF CALIFORNIA
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