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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KATHERINE TOWNSEND, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

RO-AL, INC., a California Corporation;
PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
individual; FRED HAHN, an individual; and
DOES 1 through 50 inclusive.

Defendants.

Case No. 20STCV18526

Hon. Yvette M. Palazuelos, Dept. SSC-9

CLASS ACTION

**[PROPOSED] ORDER RE: MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 25, 2021 [Reserved]
Time: 10:00 a.m.
Dept.: SSC-9

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 25, 2021, at 10:00 a.m., in Dept. SSC-9 of
3 the above referenced Court, Plaintiffs’ Motion for Preliminary Approval of Class Action and
4 PAGA Settlement (“Motion”) came for hearing.

5 After considering the papers filed in support of the Motion, including the Notice of
6 Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement, the Joint
7 Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), the
8 Declaration of David R. Greifinger, Esq. and any oral argument presented at the time of hearing,
9 and GOOD CAUSE APPEARING,

10 **IT IS HEREBY ORDERED THAT:**

11 Plaintiffs’ Motion for Preliminary Approval is GRANTED as set forth herein.

12 **IT IS FURTHER ORDERED THAT:**

13 1. This Order Granting Preliminary Approval of Class Action and PAGA Settlement
14 (“Preliminary Approval Order”), hereby incorporates by reference the definitions in the
15 Settlement Agreement, and all terms used herein shall have the same meanings as set forth in
16 that Settlement Agreement.

17 2. Subject to further consideration by the Court at the time of the Final Approval
18 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the
19 members of the Settlement Class (as defined in paragraph 3 below), and to Plaintiffs, as falling
20 within the range of possible final approval, and as meriting submission to the members of the
21 Class for their consideration.

22 3. The Settlement Class shall be conditionally certified for settlement purposes
23 only and shall consist of:

24 All persons who are or were hourly paid employees of RO-AL, INC., PATRICK
25 MOLLOY BASTIAN, and ALICE BASTIAN HAHN at Patrick Molloy’s Sports Pub
26 in the State of California, at any time during the period commencing on May 12,
27 2016, to the date of Preliminary Approval (The “Class Period”).
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1 4. **Ascertainability / Numerosity.** For settlement purposes only, the Court
2 preliminary finds for purposes of settlement only that the Settlement Class is ascertainable
3 from records kept by RO-AL, INC., PATRICK MOLLOY BASTIAN, and ALICE BASTIAN
4 HAHN (“Defendants”). The members of the Settlement Class consist of approximately 323
5 current and former employees of Defendants and are so numerous that their joinder before
6 the Court would be impracticable.

7 5. **Common Questions.** The Court preliminary finds for purposes of settlement
8 only that, as required by Section 382, there are one or more questions of fact and/or law
9 common to the Settlement Class.

10 6. **Typicality.** The Court preliminarily finds for purposes of settlement only
11 that, as required by Section 382, that the claims of Plaintiff are typical of the claims of the
12 Settlement Class.

13 7. **Adequacy of Representatives and Counsel.** The Court preliminarily finds
14 for purposes of settlement only that, as required by Section 382, that Plaintiff will fairly
15 and adequately protect the interests of the Settlement Class. The Court further preliminarily
16 finds for the purposes of settlement only that Class counsel is experienced in class actions
17 and that Class counsel endorses this settlement and considers it to be fair, adequate, and
18 reasonable.

19 8. The class action settlement set forth in the Settlement Agreement entered into
20 among the Parties and their counsel is preliminarily approved as it appears to be proper, to
21 fall within the range of reasonableness, to be the product of arm’s-length and informed
22 negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only
23 to any objections that may be raised at or before the final approval hearing.

24 9. The Court further finds that Plaintiff conducted extensive investigation and
25 research, and that she was able to reasonably evaluate her positions and the strengths and
26 weaknesses of her claims and her ability to certify them. Plaintiff has provided the Court
27 with enough information about the nature and magnitude of the claims being settled, as
28

1 well as the impediments to recovery, to make an independent assessment of the
2 reasonableness of the terms to which the Parties have agreed.

3 10. The Court also finds that, as Defendants deny any wrongdoing or liability
4 whatsoever and deny that any of Plaintiff's claims are suitable for class or representative
5 treatment, settlement now will avoid additional and potentially substantial litigation costs,
6 as well as delay and risks if the Parties were to continue to litigate the Action.

7 11. The Court preliminarily approves the Settlement Agreement, including all the
8 terms and conditions set forth therein and the Class Settlement Amount and allocation of
9 payments.

10 12. The rights of any potential dissenters to the proposed Settlement are
11 adequately protected in that they may exclude themselves from the Settlement and proceed
12 with any alleged claims they may have against Defendants, or they may object to the
13 Settlement and appear before this Court.

14 13. The Court approves, as to form and content, the proposed Notice of Class
15 Action Settlement ("Notice Packet") attached as Exhibit A to the Settlement Agreement.

16 14. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets
17 to Class Members in accordance with the schedule set forth below and the other procedures
18 described in the Settlement Agreement. The Court finds that the method selected for
19 communicating the preliminary approval of the Settlement Agreement to Class Members is
20 the best notice practicable under the circumstances, constitutes due and sufficient notice to
21 all persons entitled to notice, and thereby satisfies due process.

22 15. The Court further approves the procedures for Class Members to opt-out of
23 or object to the Settlement, as set forth in the Notice Packet and the Settlement Agreement.
24 The procedures and requirements for submitting objections in connection with the Final
25 Approval Hearing are intended to ensure the efficient administration of justice and the
26 orderly presentation of any Class Member's objection to the Settlement, in accordance with
27 the due process rights of all Class Members.
28

1 16. The Court appoints Plaintiff Katherine Townsend as the representative for
2 the Settlement Class conditionally certified by this Order.

3 17. The Court appoints The Law Offices of David R. Greifinger as Class
4 Counsel. The Court finds that counsel have demonstrable experience litigating, certifying,
5 and settling class actions, and will serve as adequate counsel for the Class conditionally
6 certified by this Order.

7 18. The Court approves and appoints CPT Group, Inc. as the Settlement
8 Administrator.

9 19. The Court will address Plaintiffs' Application for Class Representative
10 Enhancements and Plaintiffs' Application for Award of Attorneys' Fees and Costs at the
11 Final Approval Hearing. The following dates shall govern for the purposes of this Settlement:

<u>Proposed Date/Triggering Event</u>	<u>Event</u>
14 days after execution of this Order	Defendants shall, within fourteen (14) days following the entry of this Order, provide to the Settlement Administrator, in electronic format, the information regarding each Class Member listed in Paragraph 5 of the Settlement Agreement ("Class List"). (Settlement Agreement at ¶¶ 5, 46)
10 days after Defendants provide Class List	Last day for the Settlement Administrator to mail the Notice Packet via first-class regular U.S. Mail to all identified Class Members. (Settlement Agreement at ¶ 47)
30 days after mailing of Class Notice	Last day for Class Members to file and serve any objection to the proposed Settlement. (Settlement Agreement at ¶ 29)
30 days after mailing of Class Notice	Last day for Class Members to serve any request for exclusion from the proposed Settlement. (Settlement Agreement at ¶ 29)
90 days after execution of this Order [OR] Set by the Court: Date _____, 2021 Time _____	Deadline for Plaintiffs to file: (i) a Motion for Final Approval; (ii) an Application for Class Representative Enhancements; (iii) an Application for Award of Attorneys' Fees and Costs. (Settlement Agreement at ¶ 68)

104 days after execution of this Order	Hearing set for (1) Motion for Final Approval;
[OR] Set by the Court:	(2) Application for Class Representative
Date _____, 2021 Time _____	Enhancements; and (3) Application for Award
	of Attorneys' Fees and Costs.
	(Settlement Agreement at ¶ 68)

20. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the members of the Class. The Final Approval Hearing may, from time to time and without further notice to the members of the Class, be continued by order of the Court.

21. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed

22. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: _____, 2021

Hon. Yvette M. Palazuelos
JUDGE OF THE SUPERIOR COURT

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