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FILED
Clerk of the Superior Court

MAR 05 2021

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Attorneys on behalf of Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KIM ALDRIDGE, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

LUTH RESEARCH LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 37-2019-00011479-CU-OE-CTL

Honorable Katherine A. Bacal
Department C-69

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

Preliminary Approval Hearing

Date: March 5, 2021
Time: 1:30 p.m.
Department: C-69

Complaint Filed: February 28, 2019

1 This matter has come before the Honorable Katherine A. Bacal in Department 69 of the
2 Superior Court of the State of California, for the County of San Diego, on March 5, 2021 at 1:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC and CounselOne, PC appear as counsel for plaintiff Kim Aldridge ("Plaintiff" or
5 "Class Representative"), individually and on behalf of all others similarly situated. Paul, Plevin,
6 Sullivan & Connaughton LLP appears as counsel for defendant Luth Research LLC
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action Settlement Agreement
13 ("Settlement" or "Settlement Agreement"), attached as "Exhibit 1" to the Declaration of Anthony
14 J. Orshansky in Support of Plaintiff's Motion for Preliminary Approval of Class Action
15 Settlement. This is based on the Court's determination that the Settlement falls within the range
16 of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their
23 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
24 substantial additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the action. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arm's-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for
2 Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, PAGA payment to the LWDA,
3 Settlement Administration Expenses, Class Representative Enhancement, and payments to the
4 Settlement Class Members provided thereby, appears to be within the range of reasonableness of
5 a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Settlement Class Members are
8 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
9 relating to certification, liability, and damages.

10 5. The Court concludes that, for settlement purposes only, the Settlement Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the
13 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there
14 is a well-defined community of interest amongst the members of the Settlement Class with respect
15 to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members
16 of the Settlement Class; (d) Plaintiff will fairly and adequately protect the interests of the members
17 of the Settlement Class; (e) a class action is superior to other available methods for the efficient
18 adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff
19 in her individual capacity and as the representative of the Settlement Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
21 as follows:

22 All persons employed in California by Defendant as hourly-paid or non-
23 exempt employees at any time during the period from February 28, 2015
 through May 31, 2020.

24 7. The Court provisionally appoints the law firms Lawyers *for* Justice, PC and
25 CounselOne, PC as counsel for the Settlement Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Kim Aldridge as the representative of
27 the Settlement Class ("Class Representative").

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1 9. The Court provisionally appoints CPT Group, Inc. ("CPT Group") to handle the
2 administration of the Settlement ("Settlement Administrator").

3 10. Within fifteen (15) business days of the date of this Order, Defendant shall provide
4 the Settlement Administrator with a list of all Class Members that identifies the following for each
5 Class Member: his or her full name, last-known mailing address, last-known telephone number,
6 Social Security number, and workweeks during the Settlement Period.

7 11. The Court approves, both as to form and content, the Notice of Pendency of
8 Putative Class Action, Proposed Settlement and Hearing Date for Court Approval ("Notice")
9 and Settlement Allocation Form (collectively, "Notice Packet"), attached as internal "Exhibit A"
10 and "Exhibit B," respectively, to the Settlement Agreement attached as "Exhibit 1" to the
11 Declaration of Anthony J. Orshansky in Support of Plaintiff's Motion for Preliminary Approval
12 of Class Action Settlement, filed concurrently herewith. The Notice Packet shall be provided to
13 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
14 Notice appears to fully and accurately inform the Class Members of all material elements of the
15 Settlement, of Class Members' right to be excluded from the Settlement by submitting a request
16 for exclusion, of Settlement Class Members' right to challenge the workweeks credited to them
17 by submitting a dispute, and of each Settlement Class Member's right and opportunity to object
18 to the Settlement by filing an objection. The Court further finds that distribution of the Notice
19 substantially in the manner and form set forth in the Settlement Agreement and this Order and all
20 other dates set forth in the Settlement Agreement and this Order meet the requirements of due
21 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
22 further orders the Settlement Administrator to mail the Notice Packet to all Class Members within
23 twenty-five (25) business days of the date of this Order, pursuant to the terms set forth in the
24 Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
27 to be excluded from the Settlement by mailing to the Settlement Administrator a letter requesting
28 exclusion from the Settlement Class in conformity with the requirements set forth in the Notice,

1 postmarked by the date which is forty-five (45) calendar days from the date of the initial mailing
2 of the Notice to Class Members ("Exclusion/Objection Deadline Date"). Any such person who
3 timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled
4 to any recovery under the Settlement and will not be bound by the Settlement or have any right to
5 object, appeal, or comment thereon. Class Members who have not submitted a timely and valid
6 request for exclusion from the Settlement (i.e., Settlement Class Members) shall be bound by the
7 Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 7/9/21 at 1:30 a.m./p.m. in Department
10 69 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101,
11 to determine all necessary matters concerning the Settlement, including: whether the proposed
12 settlement of the action on the terms and conditions provided for in the Settlement is fair,
13 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
14 provided in the Settlement, should be entered herein; whether the plan of allocation contained in
15 the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class
16 Members; and determine whether to finally approve the requests for Class Counsel's Attorneys'
17 Fees, Litigation Costs and Expenses, PAGA Payment to the LWDA, Settlement Administration
18 Expenses, and Class Representative Enhancement.

19 14. Class Counsel shall file a motion for final approval of the Settlement including
20 Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, PAGA Payment to the LWDA,
21 Settlement Administration Expenses, and Class Representative Enhancement, along with the
22 appropriate declarations and supporting evidence, including the Settlement Administrator's
23 declaration, by 16 Court days before hearing, to be heard at the Final Approval Hearing.

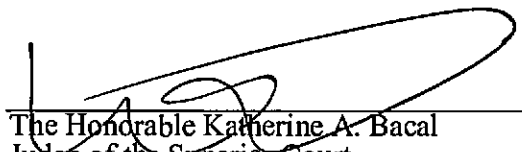
24 15. To object to the Settlement, a Settlement Class Member must file a written
25 statement of objection with the Settlement Administrator, along with all supporting papers,
26 postmarked on or before the Exclusion/Objection Deadline Date. The objection must contain the
27 information that is required, as set forth in the Notice, including and not limited to the grounds for
28 the objection.

1 16. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement or the Settlement is not finally approved, this Order shall be rendered
3 null and void and shall be vacated, and the Parties shall revert to their respective positions as of
4 before entering into the Settlement Agreement.

5 17. The Court reserves the right to continue the date of the Final Approval Hearing
6 and any dates provided for in the Settlement Agreement without further notice to the Class
7 Members and retains jurisdiction to consider all further applications arising out of or connected
8 with the Settlement.

9
10 **IT IS SO ORDERED.**

11
12 Dated: 3/5/21

By: 

The Honorable Katherine A. Bacal
Judge of the Superior Court