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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 KERN**

9 JAIME REVELES, an individual, on behalf
10 of himself and all others similarly situated,

11 Plaintiff,

12 vs.

13 CERTIS U.S.A. L.L.C., a Delaware limited
liability company; and DOES 1 through 20,
14 inclusive;

15 Defendants.
16

Case No. BCV-20-102315

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

Date: May 25, 2021

Time: 9:00 a.m.

Dept: 18

Judge: Hon. David R. Lampe

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on May 25, 2021, in Department 18, the Honorable David R. Lampe 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 Joint Stipulation of Class Action Settlement (the "Settlement
7 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's
8 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$425,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of
14 **\$7,500.00**;
- 15 c. Court approved attorneys' fees to Class Counsel of up to **\$141,666.66**,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to **\$9,000.00**; and
- 19 f. A PAGA allocation of \$25,000.00, with **\$18,750.00** (i.e., 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the
21 PAGA penalties.

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

1 treatment of this dispute is superior to individual litigation because common issues predominate
2 over individual issues for settlement purposes.

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

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

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement and Hearing Date for Court Approval ("Class Notice"), in substantially the form
12 attached to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to
13 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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

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

21 8. The Court preliminary certifies for settlement purposes only the Settlement Class
22 defined as follows: *all hourly-paid or non-exempt employees who worked for Defendant in the*
23 *State of California during the Class Period, or each of them. See Settlement Agreement, at §I, 5.*
24 The Class Period is defined as July 6, 2016 through December 14, 2020. *See Settlement Agreement,*
25 *at §I, C.*

26 9. All Settlement Class members who do not timely opt out will release any and all
27 claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorney fees,
28 litigation costs, restitution, or equitable relief, which Plaintiff and Settlement Class Member had,

or may claim to have, against any of the Released Parties, arising during the Class Period, that were pled or that could have been pled based on the factual allegations set forth in the Complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties; failure to maintain reasonable temperatures; claims for violation of Sections 11 and 12 of IWC Wage Order No. 1; unfair competition based on the foregoing; and claims for PAGA based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1, and Labor Code §§ 2698-2699.5); and all other claims and allegations made or which could have been made in the Action from October 5, 2016 through June 19, 2021.

10. The Court confirms Plaintiff Jaime Reveles as Class Representative, and Jonathan Melmed of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints ILYM 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 21 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days after receiving the Class Member Information from Defendant]

c.	Deadline for Class Members to Postmark Requests for Exclusion	[30 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[30 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[30 Court 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 September 24, 2021)	_____, 2021 at _____ 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: _____

Hon. David R. Lampe
Judge of the Superior Court, Kern County