

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

CHRISTIAN HEADLEY, AMERICA
BANDA, individually and on behalf of all
similarly situated employees of Defendants in
the State of California; ERICKA ESPINOZA,
on behalf of all similarly situated and/or
aggrieved employees of Defendants in the
state of California,

Plaintiffs,

v.

PROFESSIONAL MAINTENANCE
SYSTEMS, INC.; and DOES 1 THROUGH
50, inclusive,

Defendants.

Case No.: 37-2019-00045619-CU-OE-CTL

*[Assigned for all purposes to Hon. Ronald F.
Frazier, Dept. C-65]*

~~[PROPOSED]~~ **ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR:
(1) PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF THE SETTLEMENT
CLASS; (3) APPROVAL OF CLASS NOTICE
AND NOTICE PLAN; (4) APPOINTMENT OF
CLASS COUNSEL AND CLASS
REPRESENTATIVES; (5) APPOINTMENT OF
SETTLEMENT ADMINISTRATOR; AND (6)
SETTING A FINAL APPROVAL HEARING**

[IMAGED FILE]

Date: September 17, 2021
Time: 8:30 a.m.
Judge: Hon. Ronald F. Frazier
Dept.: C-65

Complaint Filed: August 29, 2019
Trial Date: None Set

Plaintiffs Christian Headley, America Banda, and Ericka Alvarez Espinoza's ("Plaintiffs")
Unopposed Motion for Preliminary Approval of Class Action Settlement with Professional Maintenance
Systems, Inc. ("Defendant") (collectively, the "Parties") came before this Court on September 17, 2021.

The Court, having considered the proposed Stipulation of Class Action and PAGA Representative Action Settlement and Release (the “Settlement Agreement”), Plaintiffs’ Unopposed Motion for Preliminary Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1) the Settlement is fair and reasonable to the Class when balanced against the possible risks of further litigation, including issues relating to class certification, liability, calculating damages, potential appeals, and considerations regarding Defendant’s finances and ability to pay; (2) significant investigation, research, and litigation have been conducted, such that the Parties are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial cost, delay and risk presented by further litigation of the action; and (4) the Settlement was reached after serious, informed, and non-collusive negotiations, which were conducted at arms’ length by experienced counsel.

2. This Order incorporates by reference all defined terms set forth in the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action and PAGA Representative Action Settlement (“Hollis Decl.”), filed on August 25, 2021.

3. The Court finds that the proposed Class meets the requirements of numerosity, commonality, and typicality to justify certification, and that there is adequate and fair representation.

4. The Court grants provisional certification of the class, which the Settlement Agreement defines as all the Non-Exempt Class (defined as all current and former non-exempt employees of Defendant who worked in the State of California at any time during the Class Period) and the Waiting Time Penalties Subclass (defined as all members of the Non-Exempt Class whose employment with Defendant ended at any time from August 29, 2016, through June 9, 2021). The “Class Period” means the period from August 29, 2015 through June 9, 2021.

5. The Settlement Class includes all person who are member of the Class and who have not properly and timely opted out of the litigation in accordance with the requirements set forth in the Notice and Settlement Agreement.

6. Class members who wish to request exclusion from or object to the Settlement must follow the procedures set forth in the Settlement Agreement and Class Notice.

1 7. The Court approves the appointment of Plaintiffs Christian Headley, America Banda,
2 Ericka Alvarez Espinoza as Class Representatives.

3 8. The Court approves the appointment of Plaintiffs' Counsel: Graham S.P. Hollis, Vilmarie
4 Cordero, Hali M. Anderson, and Ridgeway Woulfe of GRAHAMHOLLIS APC as Class Counsel.

5 9. The Court preliminarily confirms that the notice of settlement served by Plaintiffs on the
6 California Labor and Workforce Development Agency ("LWDA") satisfies the requirements of the
7 Private Attorneys General Act ("PAGA").

8 10. The Court finds that the Settlement of claims under the PAGA as reflected in the Settlement
9 Agreement to be fair and reasonable and in compliance with all the requirements of California law.

10 11. The Court approves the form and content of the Notice, in substantially the form attached
11 to the Settlement Agreement as Exhibit A and finds that the proposed method of disseminating the Class
12 Notice meets all the due process requirements; provides the best notice practicable under the
13 circumstances; constitutes notice that is reasonably calculated, under the circumstances, to apprise Class
14 Members of the pendency of the Action and their right to exclude themselves from or object to the
15 proposed Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due,
16 adequate, and sufficient notice to all Class Members; and meets all applicable requirements under
17 California law, due process, and any other applicable rules or law.

18 12. The Court preliminarily approves the definition and disposition of the Maximum
19 Settlement Amount of Three Million One Hundred Fifty Thousand Dollars (\$3,150,000.00), which is
20 inclusive of (1) all Individual Settlement Payments to participating Class Members and PAGA Aggrieved
21 Employees; (2) the Service Awards of Ten Thousand Dollars (\$10,000) to Plaintiff Christian Headley,
22 Five Thousand Dollars (\$5,000.00) to Plaintiff America Banda, and Five Thousand Dollars (\$5,000) to
23 Plaintiff Ericka Alvarez Espinoza; (3) Class Counsel's fees not to exceed One Million Fifty Thousand
24 Dollars (\$1,050,000.00), and reasonable litigation costs actually incurred, in an amount not to exceed
25 Twenty Thousand Dollars (\$20,000.00); (4) all Settlement Administration Costs, in an amount not to
26 exceed Thirty-Eight Thousand Dollars (\$38,000.00); and (5) the payment of Eighteen Thousand Seven-
27 Hundred Fifty Dollars (\$18,750.00) to the LWDA.

28 13. The Court approves the retention of CPT Group, Inc. as the Settlement Administrator, to

be paid out of the Maximum Settlement Amount, and hereby directs CPT Group, Inc. to provide the approved Class Notice to class members and administer the Settlement in accordance with the procedures set forth in the Settlement Agreement and implementation schedule set forth below.

14. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, the Parties shall revert to their respective positions as of the commencement of the litigation, and the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose including, but not limited to, an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

15. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval Hearing and prohibits Plaintiffs and/or Class Members from instituting, commencing, or prosecuting any claims covered by the Action against Defendant or the Releasees pending the Final Approval Hearing.

16. The Court orders the following implementation schedule for further proceedings, as provided in the Settlement Agreement, Sect. 4.11:

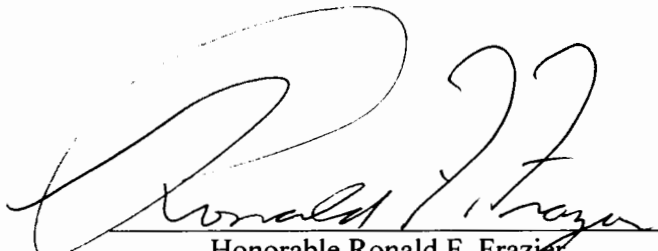
Deadline for Defendant to provide the Settlement Administrator with the Following Data for Each Class Member: name; Social Security Number or Individual Taxpayer Identification; last known mailing address; telephone number; dates of employment; and the total number of Work Weeks worked during the PAGA Period; and whether each Class Member is a member of the WTP Workweeks subclass.	Ten (10) business days of the entry of the Preliminary Approval Order.
Deadline for Settlement Administrator to mail the Notice to Class Members.	Fourteen (14) calendar days of receiving the Class Member list.
Deadline for Class Members to submit a Request for Exclusion or written objection to the Settlement.	Ninety (90) calendar days after the Notice is mailed.

Deadline for the Settlement Administrator to file a preliminary due diligence declaration.	Ten (10) calendar days prior to the Objection/Exclusion Deadline.
Deadline for the Settlement Administrator to notify Parties of the number of valid and timely request for exclusion letters received	Seven (7) calendar days after the Objections/Exclusion Deadline.
Deadline for Defendant to exercise its option to cancel the settlement if 5% or more of the Class Members submit a timely and valid request for exclusion	Five (5) business days after Settlement Administrator notifies the Parties of the number of valid and timely requests for exclusion
Deadline for Settlement Administrator to provide declaration of due diligence	Thirty-five (35) calendar days prior to Final Approval Hearing
Final Approval Hearing	February 4, 2022 at 8:30 a.m.
Effective Date of Settlement	Date the Court signs the Final Approval Order and Judgment, if no objections to the Settlement
Payment Obligation Date	Thirty (30) days after Effective Date of the Settlement
Deadline for Settlement Administrator to Mail Individual Settlement Payments	Seven (7) business days after the Defendant makes all the necessary payments into the Qualified Settlement Fund
Date Uncashed Checks become Void	One hundred eighty (180) calendar days after mailing of the Individual Settlement Payment Checks and the funds are redistributed to Class Members whose checks were not returned
Redistribution of Unclaimed Funds	Within thirty (30) calendar days after the 180-day check cashing deadline

The Court hereby sets a hearing date for Plaintiffs Christian Headley, America Banda, and Ericka Alvarez Espinoza's Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representatives' Service Award on: February 4, 2022 at 8:30 a.m. in Department C-65 of this Court.

IT IS SO ORDERED.

Dated: 10/20/21


Honorable Ronald F. Frazier
Judge of the Superior Court