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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

LARRY PEREZ on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

THE NIELSEN COMPANY (US), LLC;
and DOES 1-100,

Defendants.

Case No. 30-2021-01194324-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable Peter Wilson, CX-102]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF LARRY PEREZ’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: July 7, 2022
Time: 2:00 p.m.

Date File: April 8, 2021
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Larry Perez has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Parties’ Agreement is attached hereto as Exhibit 1. The Court has
8 read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion
9 for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification,
10 Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted
11 therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the
12 Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
15 approval and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Agreement falls within the range of reasonableness meriting possible final
17 approval.

18 2. The certification of the Class solely for purposes of settlement is appropriate in that:
19 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
20 impracticable; (2) there are questions of law and fact common to the Class which predominate
21 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
22 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
23 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
24 is superior to other available methods for the fair and efficient adjudication of the controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
2 Representative, and his appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as
4 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The notice of proposed class action settlement attached as Exhibit 2 hereto complies
7 with due process because the notice of proposed class action settlement is reasonably calculated
8 to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed
9 Agreement; and (iii) their rights, including the right to either participate in the settlement, exclude
10 themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for class
11 notice and settlement administration is the best notice practicable under the circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary
14 approval, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are
16 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All
18 California non-exempt, salaried Membership Representatives and Field Representatives of The
19 Nielsen Company (US), LLC in California from April 8, 2017, to March 6, 2022.

20 3. The Agreement provides for the following release as to Participating Class
21 Members,¹ which is hereby approved conditionally: Any and all claims, debts, liabilities, demands,
22 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
23 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
24 alleged or could have been alleged based upon a reasonable interpretation of the facts alleged in
25 the Class Action, against Defendant (including any and all unnamed Does). The Released Class
26

27 ¹ Participating Class Members are Class Members who do not submit a valid and timely request to
28 exclude themselves from the Settlement.

1 Claims include, but are not limited to, 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay
2 All Overtime Wages; 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage
3 Order No. 4- 2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest
4 Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. tit. 8 § 11040);
5 5) Failure to Adopt a Compliant Sick Pay Policy (Lab. Code §§ 233, 234, 246); 6) Knowing and
6 Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§
7 226, 1174, 1175); 7) Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs.,
8 tit. 8, § 11040(8)); 8) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.);
9 and 9) Waiting Time Penalties (Lab. Code § 203). This release will be for the period of time from
10 April 8, 2017, to March 6, 2022.

11 4. This settlement also releases claims under the Private Attorneys General Act of
12 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
13 Class Members who worked during the period of time from December 21, 2019 through March 6,
14 2022. PAGA Aggrieved Employees may not request to be excluded from the PAGA portion of the
15 settlement, including the Released PAGA Claims. All PAGA Aggrieved Employees will receive
16 a portion of the PAGA Fund.

17 5. The Agreement provides for the following release as to PAGA Aggrieved
18 Employees, which is hereby approved conditionally: Any and all claims, debts, liabilities,
19 demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or
20 causes of action of whatever kind or nature, whether known or unknown, contingent or accrued,
21 that are alleged or could have been alleged based upon a reasonable interpretation of the facts
22 alleged in the PAGA Action, against Defendant (including any and all unnamed Does). The
23 Released PAGA Claims include, but are not limited to, violations of the private Attorneys General
24 Act, Labor Code §2699, et seq. This release will be for the period of time from December 21, 2019
25 through March 6, 2022.

26 6. The settlement appears to be fair, adequate and reasonable to the Class. The
27 settlement falls within the range of reasonableness and appears to be presumptively valid, subject

only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiff Larry Perez is conditionally approved as the Class Representative for the Class.

8. The proposed Class Representative Enhancement Payment of \$10,000 payable to Plaintiff Larry Perez for his services as class representative is conditionally approved.

9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to \$1,099,890 in attorneys' fees and up to \$25,000 in actual costs payable to Class Counsel are conditionally approved.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department CX102 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Phoenix Settlement Administrators as the Settlement Administrator.

13. The proposed payment of up to \$20,000 in costs to Phoenix Settlement Administrators for its services as the Settlement Administrator is conditionally approved.

14. The Court also hereby conditionally approves and orders payment from the Gross Settlement Fund of the PAGA Payment of \$100,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved Employees).

15. The Court approves, as to form and content, the Notice of Class Action Settlement in substantially the form attached as Exhibit 2 hereto. The Notice of Class Action Settlement shall be accompanied by a Request for Exclusion Form and a Formal Objection Form that Settlement Class Members may use. The Court approves, as to form and content, the Request for Exclusion Form and Formal Objection Form attached hereto as Exhibits 3 and 4, respectively. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the

1 settlement as set forth in the notice.

2 16. The Court directs the mailing of the notice of class action settlement by first class
3 mail to Class Members in English language in accordance with the Implementation Schedule
4 below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth
5 in the Implementation Schedule, meet the requirements of due process and provide the best notice
6 practicable under the circumstances and shall constitute due and sufficient notice to all persons
7 entitled thereto.

8 **IV. IMPLEMENTATION SCHEDULE**

9 The Court orders the following Implementation Schedule for further proceedings:

10 Deadline for Defendant to submit Class 11 Data to Settlement Administrator:	July 21, 2022 [14 calendar days after entry of this Order]
12 Deadline for Settlement Administrator to 13 Mail Class Notices to Class Members	August 4, 2022 [14 calendar days after receipt of the Class 14 Data]
15 Deadline for Class Members to Postmark 16 Requests for Exclusion, Objections, and 17 Disputes (“Response Deadline”)	October 3, 2022 [60 calendar days after mailing of Notice to 18 Class Members]
18 Deadline for Class Members with Re- 19 Mailed Class Notices to Postmark Requests 20 for Exclusion, Objections, and Disputes	October 13, 2022 [10 calendar days after Response Deadline]
21 Deadline for Class Counsel to file a Motion 22 for Final Approval	October 25, 2022 [16 court days before Final Approval Hearing]
23 Deadline to Provide the Court with the 24 Settlement Administrator’s Declaration 25 Outlining Requests for Exclusion, 26 Objections, and Disputes	October 25, 2022 [16 court days before Final Approval Hearing]

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Final Approval Hearing and Final Approval	Thursday, November 17, 2022, at 2:00 p.m.
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IT IS SO ORDERED.

Dated: _____, 2022

By _____
Honorable Peter J. Wilson
Orange County Superior Court Judge