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and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA KUZMINOVA, on behalf of
herself and a class of similarly situated
employees,

Plaintiffs,

v.

READY RESPONDERS, INC., a
Delaware corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. 21STCV13080

*Assigned for all purposes to: Hon. Yvette M.
Palazuelos, Dept. SSC- 9*

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
LEAVE TO FILE CONSOLIDATED CLASS
AND REPRESENTATIVE ACTION
COMPLAINT**

DATE: April 12, 2022

TIME: 10:00 A.M.

DEPT.: SSC-9

Action Filed: April 6, 2021

Plaintiffs' Maria Kuzminova and Ryan Munoz's ("Plaintiffs") Motion for Preliminary Approval of Class and Representative Action Settlement came on for hearing before this Court in Department 9, Judge Yvette M. Palazuelos presiding, on April 12, 2022. The Court, having considered the papers submitted in support of the motion and having heard oral argument of the parties, **HEREBY ORDERS THE FOLLOWING:**

1 1. The Court grants preliminary approval of the settlement based upon the terms set
2 forth in the Class and Representative Action Settlement Agreement and Release ("Settlement
3 Agreement") filed with the Court. The settlement appears to be fair, adequate, and reasonable to
4 the class;

5 2. This Order incorporates by reference the definitions in the Settlement Agreement
6 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
7 Agreement.

8 3. The Settlement falls within the range of reasonableness and appears to be
9 presumptively valid, subject only to any objections that may be raised at the final hearing;

10 4. The Court approves, as to form and content, the Notice Of Pendency Of Proposed
11 Class Action Settlement And Final Hearing ("Notice"), attached as Exhibit "1" to the Settlement
12 Agreement;

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

18 6. It is ordered that the Settlement Class is preliminarily certified for settlement
19 purposes only. This stipulation by the Parties will not be deemed admissible in this or any other
20 proceeding should this Settlement not become final. The Settlement Class is defined as "all persons
21 who were employed by Defendant Ready Responders, Inc. as an hourly non-exempt employee in
22 the State of California during the period from April 1, 2020 through March 31, 2021, who did not
23 sign a 'Separation Agreement and Waiver and Release of all Claims' related to Defendant's
24 shutdown of California operations in March 2021" and the PAGA Settlement Group is defined as
25 "all persons who were employed by Defendant as an hourly non-exempt employee in the State of
26 California at any time from April 1, 2020 to March 31, 2021 regardless of whether they are also a
27 Class Member or Participating Class Member."

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1 7. The Court confirms Daniel F. Gaines, Esq. and Alex P. Katofsky, Esq. of Gaines &
2 Gaines, APLC and James R. Hawkins, Esq., Gregory Mauro, Esq., and Michael Calvo, Esq. of
3 James Hawkins APLC as Class Counsel. The Settlement Agreement specifies for an award of
4 attorneys' fees of up to \$33,333.33 and documented litigation costs of up to \$4,230.99 to Class
5 Counsel, which is subject to final approval by the Court following a further motion by Class
6 Counsel. The Court will not approve the amount of attorneys' fees and costs until the Final
7 Approval Hearing.;

8 8. The Court confirms Maria Kuzminova and Ryan Munoz as the Class
9 Representatives. The Settlement Agreement specifies for a proposed service payment in an amount
10 not to exceed \$5,000 each, which is subject to final approval by the Court. The Court will not
11 approve the amount of any service award to Class Representatives until the Final Approval Hearing;

12 9. The Court grants preliminary approval of the Private Attorneys General Act
13 payment of \$7,500 to the Labor and Workforce Development Agency and \$2,500 to the PAGA
14 Settlement Group Members;

15 10. The Court hereby approves ILYM Group, Inc. as the Claims Administrator and
16 grants preliminary approval of the payment of fees and other charges of the Claims Administrator
17 in an amount not to exceed \$4,000;

18 11. The Court grants Plaintiff leave to file the Consolidated Class and Representative
19 Action Complaint attached as Exhibit 2 to the Settlement Agreement, within five (5) court days of
20 the entry of this Order, and consents that Defendant is not required to file a responsive pleading
21 thereto; and

22 11. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendant in any way that the claims
24 asserted have any merit or that this Action was properly brought as a class or representative action,
25 and shall not be used as evidence of, or used against Defendants as, an admission or indication in
26 any way, including with respect to any claim of any liability, wrongdoing, fault or omission by
27 Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the
28 Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement,

1 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
2 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for
3 any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption,
4 concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission,
5 concession or damage.

6 12. In the event the Settlement does not become effective in accordance with the terms
7 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled
8 or fails to become effective for any reason, this Order shall be rendered null and void and shall be
9 vacated, and the Parties shall revert to their respective positions as of before entering into the
10 Settlement Agreement, and expressly reserve their respective rights regarding the prosecution and
11 defense of this Action, including all available defenses and affirmative defenses, and arguments
12 that any claim in the Action could not be certified as a class action and/or managed as a
13 representative action. In such an event, the Court's orders regarding the Settlement, including this
14 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
15 intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not
16 approved.

17 13. The Final Approval Hearing shall be held before the undersigned at ____ a.m./p.m.
18 on _____, 2022, in Department SSC-9 of the Superior Court of California, County of
19 Los Angeles, to consider the fairness, adequacy and reasonableness of the proposed Settlement
20 preliminarily approved by this Order of Preliminary Approval, and to consider the service award
21 to the named Class Representatives, Settlement Administration expenses, and Class Counsel's
22 attorneys' fees and litigation expenses incurred.

23 14. The Court orders the following schedule of dates for the specified actions/further
24 proceedings:
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26
27
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<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant to provide to the Settlement Administrator in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period ("Class List")	No later than 21 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice to Class Members	No later than 5 calendar days after receiving the Class List from Defendant
Last day for Class Members to submit a written request for exclusion to Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Members to submit an objection to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	No fewer than 16 Court days prior to the final approval hearing
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	No fewer than 16 Court days prior to the final approval hearing
Final settlement approval hearing	_____, 2022, at _____ (the Parties propose a date approximately 100 days after entry of this Order)

Dated: _____

JUDGE OF THE SUPERIOR COURT