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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
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11 MARVIN OSOY, individual, on behalf of the
12 State of California, as private attorney
13 general,
and on behalf of all aggrieved employees,

14 Plaintiff,

15 v.

16 CALIBER HOLDINGS CORPORATION, a
17 Delaware corporation; and DOES 1 to 100,
inclusive

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19 Defendants
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CASE NO: 21STCV12589

CLASS ACTION

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

Date: April 11, 2024

Time: 8:30 a.m.

Judge: Alison Mackenzie

Dept.: 55

Trial Date: None Set

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2 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

3 The Motion for Preliminary Approval of a Class Action Settlement came before this
4 Court, on April 11, 2024 at 8:30 a.m., the Honorable Alison Mackenzie presiding. The Court
5 having considered the papers submitted in support of the application of the parties, HEREBY
6 ORDERS THE FOLLOWING:

7 1. The Court grants preliminary approval of the Settlement Agreement and the
8 Settlement Class based upon the terms set forth in the Joint Stipulation of Settlement and Release
9 of Class Action (“Settlement Agreement”) filed with the Declaration of James M. Treglio in
10 support of Plaintiffs’ motion for preliminary approval. All terms used herein shall have the
11 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement
12 Agreement (“Settlement”) appears to be fair, adequate and reasonable to the class.

13 2. The Settlement falls within the range of reasonableness and appears to be
14 presumptively valid, subject only to any objections that may be raised at the Final Approval
15 Hearing and Final Approval by this Court.

16 3. A Final Approval Hearing on the question of whether the proposed Settlement,
17 attorneys’ fees and costs to Class Counsel, and the Class Representative’s Service Enhancement
18 award should be finally approved as fair, reasonable and adequate as to the members of the class
19 is scheduled in Department 1 on the date and time set forth in the implementation schedule in
20 Paragraph 17 below.

21 4. This Court approves, as to form and content, the Notice of Class Action
22 Settlement (“Class Notice”), in substantially the form attached to the Settlement Agreement as
23 **Exhibit A**. The Court finds that the distribution of the Class Notice in the manner set forth in the
24 Settlement Agreement substantially meets the requirements of California law and due process,
25 is the best notice practicable under the circumstances, and shall constitute due and sufficient
26 notice to all persons entitled thereto. The Court approves the procedure for Class Members to
27 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement
28 Agreement.

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

7 6. It is ordered that the Settlement Class is preliminarily certified for settlement
8 purposes only.

9 7. The Court confirms Plaintiff Marvin Osoy, as Class Representative and James M.
10 Treglio of Potter Handy LLP as Class Counsel, solely for the purposes of the proposed
11 settlement.

12 8. The Court confirms Phoenix Inc. as the Settlement Administrator, and approves
13 of Settlement Administration Expenses of up to \$10,000.

14 9. The Court confirms the Service Enhancement payment to Plaintiff as Class
15 Representative.

16 10. The Court approves the application for payment of reasonable attorneys' fees and
17 costs to Plaintiff's Counsel.

18 11 The Court finds that the section of the Settlement Agreement regarding the
19 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
20 and 384 by providing that any unclaimed settlement funds (settlement checks expired for 30
21 days) shall be sent to the Controller of the State of California to be held pursuant to the
22 Unclaimed Property Law, California Civil Code Section 1500, *et seq.* in the name of the
23 Settlement Class Member, FLSA Member, and/or PAGA Member to whom the uncashed check
24 was addressed, for the benefit of those Settlement Class Members, FLSA Members, and/or
25 PAGA Members who did not cash their checks until such time as they claim their property.

26 12. Class Members who wish to opt-out of and be excluded from the non-PAGA and
27 non-FLSA portions of this settlement must submit a written Request for Exclusion from the
28 Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within

the Claims Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number.

13. All PAGA Members will be bound by the Released PAGA Claims and may not opt out of the Settlement Agreement as to the Released PAGA Claims. Additionally, all FLSA Members who cash their FLSA Settlement Payment check will be bound by the Released FLSA Claims even if they opt out of the Settlement Agreement as to the non-PAGA and non-FLSA portions of the Settlement.

14. Only Settlement Class Members may object to the non-PAGA and non-FLSA portions of the Settlement. Class Members who opt-out of the Settlement are not eligible to object to the Settlement.

15. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members, and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a action basis any action, claim or proceeding against Caliber in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims.

16. The Court's preliminary approval of the Settlement Agreement is not to be deemed an admission of liability or fault by Defendant, or a finding as to the validity of any claims or defenses asserted in the action.

17. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 30 calendar days after entry by the Court of its Order Granting Preliminary Approval]
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b.	Deadline for Settlement Administrator to Provide Defendant's counsel with estimated Class Settlement Payments to each Class Member, FLSA Settlement Payments to each FLSA Member, and PAGA Group Payments to each PAGA Member.	[5 business days before mailing Class Notice]
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	[Within thirty (30) days of receipt of the Class Member data from Caliber Holdings LLC]
c.	Deadline for Class Members to Postmark Workweek Challenges	[45 calendar days after mailing of the Class Notice]
d.	Deadline for Class Members to Opt-out or Object	[45 calendar days after mailing of the Class Notice]
e.	Deadline for Receipt by Counsels of any Objections to Settlement	[within 5 calendar days from receipt by Settlement Administrator]
f.	Deadline for Class Counsel to file Declaration of Due Diligence and Proof of Mailing from Settlement Administrator	[at least five (5) days prior to the Final Approval Hearing]
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[____ Court days before Final Approval Hearing]
i.	Final Approval Hearing and Final Approval	_____ at ____ a.m.
	Defendant shall deposit the Maximum Settlement Amount plus the employer's payroll taxes with the Settlement Administrator	[No later than 14 days after the Effective Date]
j.	Deadline for Settlement Administrator to distribute and pay settlement checks to the LWDA, the Settlement Class Members, FLSA Members, and the PAGA Members,	[Within 30 days after the Effective Date.]

	pay the Plaintiff his Service Enhancement, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court	
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18. 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.

19. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Alison Mackenzie