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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

(UNLIMITED JURISDICTION)

JENICA COLE, SHAUNA ADAMS,
KASSANDRA MENDIVIL, RICHARD
BAUTISTA, MICHAEL NEVAREZ, JOE
NUNEZ, and HUNTER MEELEE, on behalf of
themselves and all others similarly situated, and
as “aggrieved employees” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

STRATEGIC GREEN PARTNERS LLC
DOING BUSINESS AS AUTHENTIC 760, a
California limited liability company; IGS
SOLUTIONS LLC, a California limited liability
company; SHRYNE GROUP, INC., a California
corporation; STIIIZY, LLC, a California limited
liability company; IRONWORKS
COLLECTIVE, INC., DOING BUSINESS AS
BLAZE, a California corporation; TONY
HUANG, an individual; and DOES 1–50,
inclusive,

Defendant(s).

Case No. CV2021-0426

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: February 9, 2024
Hearing Time: 9:00 a.m.
Hearing Dept.: 14, The Honorable David
Rosenberg

Action filed: March 12, 2021

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16 HUNTER MEELEE, and all others similarly situated
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1 The Motion of Plaintiffs Jenica Cole, Shauna Adams, Kassandra Mendivil, Richard
2 Bautista, Michael Nevarez, Joe Nunez, and Hunter Meelee, and all others similarly situated
3 (collectively “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the “Motion”)
4 was considered by the Court, The Honorable David Rosenberg presiding. The Court having
5 considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice
6 (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE
7 FOLLOWING:

8 1. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
10 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
11 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
12 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
13 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
14 only to any objections that may be raised at the final hearing and final approval by this Court. The
15 Court will make a determination at the hearing on the motion for final approval of class action
16 settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and
17 reasonable to the Settlement Class.

18 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
19 all persons Defendants employed on an hourly, nonexempt basis in California (collectively “Class
20 Members”), who worked any time during the Class Period. The “Class Period” shall mean the
21 period of time from January 28, 2017, through the date of preliminary approval of this Settlement,
22 unless otherwise shortened pursuant to Paragraph 9 of the Settlement. Defendants estimate that
23 as of the date of preliminary approval of this Settlement, there were no fewer than 4,761 potential
24 Settlement Class Members.

25 3. This action is provisionally certified pursuant to section 382 of the California Code
26 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
27 purposes of settlement only with respect to the proposed Settlement Class.

28 4. The Court hereby preliminarily finds that the Settlement was the product of

1 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making
2 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
3 the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation
4 of Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a
5 compromise of the Parties' respective positions. The Court further preliminarily finds that the
6 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
7 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
8 Settlement was entered into in good faith.

9 5. The Court finds that the dates set forth in the Settlement for mailing and
10 distribution of the Class Notice meet the requirements of due process and provide the best notice
11 practicable under the circumstances, and constitute due and sufficient notice to all persons entitled
12 thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as
13 set forth in the Settlement. Accordingly, the Court orders the following implementation schedule
14 for further proceedings:

- 15 a. Not later than 15 days after the entry of this Order, Defendants shall provide
16 Simpluris, Inc., the appointed Settlement Administrator, with: (a) An
17 electronic database of all Class Members, last known mailing address, Social
18 Security number and Defendants' employee identification number ("Class
19 Members' Data"); and (b) Corresponding to each Class Member's name,
20 Defendants shall provide a figure indicating the total number of Work Weeks
21 during the Class Period in which Defendants employed the Class Member.
22 That number of Work Weeks shall be referred to as that Class Member's
23 "Individual Work Weeks;" (c) If any of the Class Members' Data are
24 unavailable to Defendants, Defendants will so inform Class Counsel and the
25 Parties will make their best efforts to reconstruct or otherwise agree upon the
26 Class Members' Data prior to when it must be submitted to the Settlement
27 Administrator. Class Members' Data will otherwise remain confidential and
28 will not be disclosed to anyone, except as necessary to applicable taxing

1 authorities, or pursuant to Defendants' express written authorization or by
2 order of the Court.

3 b. **Mailing of Class Notice.** No later than fourteen (14) days after receiving the
4 Class Members' Data, or as soon thereafter as it can do so, the Settlement
5 Administrator will mail the Class Notice to all identified Class Members via
6 first-class U.S. mail using the mailing address information provided by
7 Defendants, unless modified by any updated address information that the
8 Settlement Administrator obtains in the course of administration of the
9 Settlement.

10 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
11 address, the Settlement Administrator will promptly, and not later than three
12 (3) business days from receipt of the returned Class Notice, search for a more
13 current address for the Class Member and re-mail the Class Notice to the Class
14 Member. The Settlement Administrator will use the Class Members' Data and
15 otherwise work with Defendants' Counsel and Class Counsel to find a more
16 current address. The Settlement Administrator will be responsible for taking
17 reasonable steps, consistent with its agreed-upon job parameters, court orders,
18 and fee, to trace the mailing address of any Class Member for whom a Class
19 Notice is returned as undeliverable by the U.S. Postal Service. These
20 reasonable steps shall include the tracking of all undelivered mail; performing
21 address searches for all mail returned without a forwarding address; and
22 promptly re-mailing to Class Members for whom new addresses are found. If
23 the Class Notice is re-mailed, the Settlement Administrator will note for its
24 own records and notify Class Counsel and Defendants' Counsel of the date and
25 address of each such re-mailing as part of a weekly status report provided to
26 the Parties.

27 d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)
28 court days prior to the Final Approval Hearing, the Settlement Administrator

1 will provide the Parties for filing with the Court a declaration of due diligence
2 setting forth its compliance with its obligations under this Agreement. Prior to
3 the Final Approval Hearing, the Settlement Administrator will supplement its
4 declaration of due diligence if any material changes occur from the date of the
5 filing of its prior declaration.

6 **e. Requests for Exclusion from Settlement; and Objections to Settlement.**

7 Class Members may submit requests to be excluded from the effect of the
8 Settlement, or objections to the Settlement, pursuant to the following
9 procedures:

10 i. **Request for Exclusion from Settlement.** A Class Member may
11 request to be excluded from the effect of this Agreement, and any
12 payment of amounts under this Agreement, by timely mailing a letter
13 to the Settlement Administrator stating that the Class Member wants to
14 be excluded from this Action. This letter must include the Class
15 Member's name, address, telephone number, and signature. To be valid
16 and timely, the request to be excluded must be postmarked no later than
17 60 days from the initial mailing of the Class Notice by the Settlement
18 Administrator. A Class Member who properly submits a valid and
19 timely request to be excluded from the Action shall not receive any
20 payment of any kind in connection with this Agreement or this Action,
21 shall not be bound by or receive any benefit of this Agreement, and
22 shall have no standing to object to the Settlement. The Settlement
23 Administrator shall transmit the request for exclusion to counsel for the
24 Parties.

25 ii. **Objections to Settlement.** The Class Notice will provide that any
26 Class Member who does not request exclusion from the Action and
27 who wishes to object to the Settlement should submit an objection in
28 writing to the Settlement Administrator no later than 60 days after the

1 Settlement Administrator mails the Class Notice. The objection should
2 be mailed to the Settlement Administrator at the address provided on
3 the Class Notice. The Settlement Administrator shall transmit the
4 objections to counsel for the Parties.

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6 The written objection should state the objecting Class Member's full
7 name, address, and the approximate dates of his or her employment
8 with Defendants. The written objection should state the basis for each
9 specific objection and any legal support in clear and concise terms. The
10 written objection also should state whether the Class Member intends
11 to formally intervene and become a party of record in the action, and
12 upon formally intervening, appear and argue at the Final Approval
13 Hearing. However, the objectors will be provided with the opportunity
14 to speak at the final approval hearing regardless of whether they have
15 filed an appearance or submitted a written opposition beforehand.

16 If the objecting Class Member does not formally intervene in the action
17 and/or the Court rejects the Class Member's objection, the Class
18 Member may still be bound by the terms of this Agreement.

- 19 f. **Report.** Not later than fourteen (14) days after the deadline for submission of
20 requests for exclusion, the Settlement Administrator will provide the Parties
21 with a complete and accurate list of all Class Members who sent timely
22 requests to be excluded from the Action and all Class Members who objected
23 to the settlement.

24 6. The Court approves, as to form and content, the Class Notice in substantially the
25 form attached as Exhibit A to the Settlement.

26 7. The Court approves, for settlement purposes only, David G. Spivak of The Spivak
27 Law Firm, Walter L. Haines of United Employees Law Group, PC, Chantal Renee McCoy
28 Payton, Matthew Mann and Justin Rogal of Mann Rogal, PC, Daniel F. Gaines and Alex P.

1 Katofsky of Gaines & Gaines, APLC, Joseph Tojarieh of Stonebrook Law, Harout A. Messrelian
2 of Messrelian Law Inc., Marcus Joseph Bradley of Bradley/Grombacher LLP, Sahag Majariian,
3 II of Majarian Law Group, Frank H. Kim of Kim Legal, APC, and Helen Kim of Helen Kim Law,
4 APC as Class Counsel.

5 8. The Court approves, for settlement purposes only, Jenica Cole, Shauna Adams,
6 Kassandra Mendivil, Richard Bautista, Michael Nevarez, Joe Nunez, and Hunter Meelee as the
7 Class Representative.

8 9. The Court approves Simpluris, Inc. as the Settlement Administrator.

9 10. The Court preliminarily approves Class Counsel's request for attorneys' fees and
10 costs subject to final review by the Court.

11 11. The Court preliminarily approves the estimated Settlement Administrator costs
12 payable to the Settlement Administrator subject to final review by the Court.

13 12. The Court preliminarily approves Plaintiffs' Class Representative Payments
14 subject to final review by the Court.

15 13. A Final Approval Hearing shall be held on _____ at
16 _____ .m. in Department 10 of the Superior Court for the State of California, County of Yolo,
17 located at 1000 Main St, Woodland, CA 95695, to consider the fairness, adequacy and
18 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
19 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
20 Representative Payments to the Class Representatives. The notice of motion and all briefs and
21 materials in support of the motion for final approval of class action settlement and motion for
22 attorneys' fees and litigation costs shall be served and filed with this Court no later than sixteen
23 (16) court days before the final approval hearing.

24 14. If for any reason the Court does not execute and file a final approval order and
25 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
26 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
27 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
28 litigation, as more specifically set forth in the Settlement.

1 15. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
3 give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

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6 DATED: _____

7 **THE HONORABLE DAVID ROSENBERG**
8 **JUDGE OF THE SUPERIOR COURT**
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