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

AMY MIGDAL, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

PURPLE COMMUNICATIONS, INC., ZP
BETTER TOGETHER, LLC, and DOES 1 to
100,

Defendants.

Case No. S-CV-0046377

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 15, 2022
Time: 8:25 a.m.
Dept.: 31

Complaint Filed: March 15, 2021
Trial Date: None Set

1 Plaintiff Amy Migdal's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on 10/21, 2022, and a
3 hearing was held before this Court on 11/15, 2022. Appearances for Plaintiff and
4 Defendants Purple Communications, Inc. and ZP Better Together, LLC (together,
5 "Defendants") were noted on the record. **Tentative ruling adopted.

6 Having considered the Joint Stipulation of Class Action Settlement and Release
7 ("Settlement" or "Settlement Agreement") and all other papers filed in this action, the Court
8 HEREBY FINDS AND ORDERS as follows:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair,
11 adequate, and reasonable to the Class.

12 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through
13 their counsel of record, have reached an agreement to settle the class and PAGA claims in the
14 case as set forth in the Settlement Agreement, on behalf of the Class (as defined below and in
15 the Settlement Agreement).

16 All individuals who worked for Defendants as non-exempt
17 employees in California since September 7, 2018 who (i) did not
18 sign a Release, (ii) earned sick pay on or after September 7, 2018
and (iii) whose employment with Defendants ended before April 8,
2022 (the "Class").

19 3. Should for whatever reason the Settlement Agreement not become Final, the fact
20 that the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the case or the issue
22 of whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Amy Migdal as the Class
24 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., and
25 Robert Starr, Theodore Tang, and Manny Starr of Frontier Law Center, APC as Class Counsel
26 for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts
27 or consents required by, or which may be given, pursuant to the Settlement Agreement, and
28 such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any

Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability, class certification, and damages issues. It also appears that investigation and research into the claims, liability, and damages have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's length negotiations.

6. The Court hereby approves the following dates:

Description	Date
Class List to Settlement Administrator	7 calendar days after the Court grants preliminary approval
Class Notice Distribution	7 calendar days after providing the redacted administration spreadsheet to Class Counsel and Defendants' counsel
Opt Out/Written Objection Deadline	30 calendar days after initial Class Notice distribution
Final Approval Filing Deadline	16 court days before the Final Approval Hearing
Final Approval Hearing	3/14/2023 , 2022 at 8:30 A.M. Dept. 31

A final fairness hearing on the question of whether the proposed Settlement Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor Workforce & Development Agency, and the enhancement payment to the Class Representative should be

1 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
2 for 3/14/2023, ~~2022~~, at 8:30 a.m. in ~~this Court~~ ^{Dept. 31}. The Motion for Final Approval shall
3 be filed by the Class Representative no later than sixteen (16) court days before the final
4 fairness hearing.

5 7. The Court hereby approves, as to form and content, the Notice of Class Action
6 Settlement ("Class Notice") to be sent to Class Members, which is attached herein as **Exhibit**
7 **A**. The Court finds that distribution of the Class Notice to Class Members substantially in the
8 manner and form set forth in the Settlement Agreement and this Order meets the requirements
9 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

10 8. The Court appoints and designates Phoenix Settlement Administrators as the
11 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
12 the approved Class Notice to Class Members using the procedures set forth in the Settlement
13 Agreement.

14 9. Any Class Member may choose to opt out of and be excluded from the
15 Settlement as provided in the Settlement Agreement and Class Notice, and by following the
16 instructions for requesting exclusion. Any person who timely and properly opts out of the
17 Settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
18 or comment thereon. Any requests for exclusion must be in writing and signed by each such
19 Class Member opting out and must otherwise comply with the requirements delineated in the
20 Class Notice. Class Members who have not requested exclusion by submitting a valid and
21 timely request by the deadline shall be bound by all determinations of the Court, the
22 Settlement Agreement, and Judgment.

23 10. Any Class Member may object to the Settlement Agreement or express his or her
24 views regarding the Settlement Agreement, and may present evidence and file briefs or other
25 papers that may be proper and relevant to the issues to be heard and determined by the Court
26 as provided in the Notice.

27 11. The Court reserves the right to adjourn or continue the date of the Settlement
28 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice

1 to the Class, and retains jurisdiction to consider all further applications arising out of or
2 connected with the Class Settlement Agreement.

3 IT IS SO ORDERED.

4
5 DATED: 11/17/2022



HON. /s/ Hon. Trisha Hirashima
SUPERIOR COURT OF CALIFORNIA