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Attorneys for Plaintiff ALBERT THOMPCKINS,
individually and on behalf of all others similarly situated

[Additional Counsel On Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT THOMPCKINS and NATALIE
KATIE BERNICE JOHNSON, Individually
and on behalf of the general public as private
attorney general,

Plaintiffs,

v.

HOST INTERNATIONAL INC., dba HMS
HOST, a Delaware Corporation; and DOES
1-50, inclusive,

Defendants.

CASE NO.: 21STCV20440

Hon. Theresa M. Traber
Dept. 47 (Stanley Mosk)

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

Date: August 21, 2025
Time: 9:00 a.m.
Dept.: 47

1 **ORDER**

2 This matter came on for hearing on August 21, 2025 at 9:00 a.m. in Department 47 of the
3 above-captioned court on the Motion for Preliminary Approval of Class and PAGA Action
4 Settlement, upon the terms and conditions set forth in the Stipulation for Class Action Settlement
5 (hereinafter "Settlement Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class and PAGA
7 Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support
8 thereof, the Settlement Agreement, including the proposed Notice of Proposed Settlement Class
9 Action Settlement, and in recognition of the Court's duty to make a preliminary determination as to
10 the reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due
12 process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
13 Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement,
14 and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES**
15 **THE FOLLOWING DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, GREGORY MAURO,

1 MICHAEL CALVO, LAUREN FALK, AND AVA ISSARY OF JAMES HAWKINS, APLC AND
2 OF DAVID D. BIBIYAN OF BIBIYAN LAW GROUP P.C., BE CONDITIONALLY AND
3 PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT
4 FINDS AS FOLLOWS:

5 The Court finds on a preliminary basis that the Settlement between Plaintiffs and Defendant
6 appear to be within the range of reasonableness of a settlement which could ultimately be given final
7 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
8 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

9 The Court notes that Defendant has agreed to a non-reversionary GSA of \$975,000.00.
10 Defendant will pay out the entirety of the GSA to the Participating Class Members and PAGA
11 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
12 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
13 penalties.

14 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
15 been established to support conditional certification of the Settlement Class for settlement purposes,
16 with Plaintiff acting as the Class Representative.

17 The Court hereby appoints, for settlement purposes, Plaintiffs Albert Thompkins and Natalie
18 Katie Bernice Johnson as the Class Representatives and finds Plaintiffs are an adequate
19 representative for the Settlement Class for settlement purposes. The Court further finds that James
20 Hawkins APLC and Bibiyan Law Group P.C., have preliminarily established adequacy to be
21 appointed as Class Counsel and appoints them as Class Counsel.

22 The Class as identified in the Settlement is provisionally certified by this Order.

23 The Court finds that the proposed manner of class notice is adequate.

24 The Court approves APEX Class Action LLC, to serve as the Settlement Administrator.

25 The Court further hereby approves the proposed Notice of Class Action Settlement and
26 Orders the notice to be mailed to the Settlement Class.

27 The Court finds that the Notice of Class Action Settlement constitutes the best notice
28 practicable under the circumstances, is in full compliance with the laws of the State of California

1 and, to the extent applicable, the United States Constitution and the requirements of due process.
2 The Court further finds that the Notice of Class Action Settlement fully and accurately informs
3 Settlement Class Members of all material elements of the proposed Settlement, of each Settlement
4 Class Member's right to be excluded from the Settlement Class, and each Settlement Class Member's
5 right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement
6 adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the
7 benefits available to each Settlement Class Member; each Settlement Class Member's right to
8 participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing
9 and procedures for doing so; the temporary and conditional certification of the Settlement Class for
10 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
11 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
12 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
13 Settlement Class to file documentation in support of or in opposition to and appear in connection
14 with said hearing.

15 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
16 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
17 last known address of the Settlement Class, as specifically described within the Settlement
18 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
19 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

20 The Settlement Administrator shall, within fourteen (14) calendar days after receiving the
21 Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-
22 class United States Postal Service ("USPS") mail, the Class Notice (with Spanish translation, if
23 applicable). The first page of the Class Notice shall prominently estimate the dollar amounts of
24 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
25 and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
26 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
27 using the National Change of Address database.

28 IT IS FURTHER ORDERED that Not later than five (5) business days after the

1 Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator
2 shall remail the Class Notice using any forwarding address provided by the USPS. If
3 the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member
4 Address Search, and re-mail the Class Notice to the most current address obtained. The
5 Administrator has no obligation to make further attempts to locate or send Class Notice to Class
6 Members whose Class Notice is returned by the USPS a second time.

7 IT IS FURTHER ORDERED the deadlines for Class Members' written objections, Challenges
8 to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional
9 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class
10 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
11 extended deadline with the re-mailed Class Notice. If the Administrator, Defendant's Counsel or
12 Class Counsel is contacted by or otherwise discovers any persons who believe they should have
13 been included in the Class Data and should have received Class Notice, the Parties will expeditiously
14 meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to
15 include them as Class Members. If the Parties agree, such persons will be Class Members entitled
16 to the same rights as other Class Members, and the Administrator will send, via email or overnight
17 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
18 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which
19 ever are later.

20 IT IS FURTHER ORDERED that if these procedures are followed, notice to Class Members
21 shall be deemed to have been fully satisfied, and if the intended recipient does not receive the Notice
22 of Class Action Settlement, the intended recipient shall nevertheless remain a Class Member and
23 shall be bound by all terms of the Settlement and the Final Order and Judgment.

24 IT IS FURTHER ORDERED that Class Members who wish to exclude themselves (opt-out
25 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice
27 (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A
28 Request for Exclusion is a letter from a Class Member or his/her representative that reasonably

1 communicates the Class Member's election to be excluded from the Settlement and includes the
2 Class Member's name, address and email address or telephone number. To be valid, a Request for
3 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

4 IT IS FURTHER ORDERED that the Administrator may not reject a Request for Exclusion
5 as invalid because it fails to contain all the information specified in the Class Notice. The
6 Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably
7 ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded.
8 The Administrator's determination shall be final and not appealable or otherwise susceptible to
9 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
10 the Administrator may demand additional proof of the Class Member's identity. The
11 Administrator's determination of authenticity shall be final and not appealable or otherwise
12 susceptible to challenge.

13 IT IS FURTHER ORDERED that Every Class Member who does not submit a timely and
14 valid Request for Exclusion is deemed to be a Participating Class Member under the Agreement,
15 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
16 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Agreement, regardless
17 of whether the Participating Class Member actually receives the Class Notice or objects to the
18 Settlement.

19 IT IS FURTHER ORDERED that every Class Member who submits a valid and timely
20 Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
21 Payment or have the right to object to the class action components of the Settlement. Because future
22 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
23 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
24 6.4 of the Agreement and are eligible for an Individual PAGA Payment.

25 IT IS FURTHER ORDERED that each Class Member shall have sixty (60) days after the
26 Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members
27 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
28 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may

1 challenge the allocation by communicating with the Administrator via fax, email or mail. The
2 Administrator must encourage the challenging Class Member to submit supporting documentation.
3 In the absence of any contrary documentation, the Administrator is entitled to presume that the
4 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
5 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or
6 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
7 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or
8 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the
9 challenges.

10 IT IS FURTHER ORDERED that only Participating Class Members may object to the class
11 action components of the Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment and/or Class Representative Service Payment. Participating Class Members may
14 send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating
15 Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal
16 objections at the Final Approval Hearing. A Participating Class Member who elects to send a written
17 objection to the Administrator must do so not later than sixty (60) days after the Administrator's
18 mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class
19 Notice was remailed). Non-Participating Class Members have no right to object to any of the class
20 action components of the Settlement.

21 IT IS FURTHER ORDERED that Class Counsel and Defense Counsel shall file any
22 responses to any written Objections submitted to the Court in accordance with this Agreement
23 within fourteen (14) calendar days of receipt of the objection, or in no event, later than three (3)
24 calendar days before the Final Fairness and Approval Hearing, or on another date set by the Court

25 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
26 objection or to present an objection in person at the Final Approval Hearing shall be deemed to have
27 waived any objections and shall be foreclosed from making any objection to the Settlement whether
28

1 by appeal or otherwise. An individual who submits a valid Request for Exclusion may not object to
2 the Settlement.

3 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on _____,
4 2025 at _____ a.m./p.m. in Department 47 of the above captioned Courthouse to consider the
5 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
6 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award
7 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
8 Approval Hearing to another date at its discretion.

9 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
10 Final Approval and application for attorneys' fees and costs and class representative enhancement
11 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
12 Approval Hearing.

13 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
14 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
15 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
16 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
17 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
18 Agreement.

19 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
20 this matter except those contemplated herein and in the Settlement Agreement are stayed.

21 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
22 Hearing from time to time without further notice to the Class.

23 **IT IS SO ORDERED.**

24
25 Dated: _____, 2025

Honorable Theresa M. Traber

JUDGE OF THE SUPERIOR COURT

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