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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO
(UNLIMITED JURISDICTION)

RENE LOPEZ and ALYSIA FORD, on behalf of
themselves and all others similarly situated, the
general public, and as “aggrieved employees” on
behalf of other “aggrieved employees” under the
Labor Code Private Attorneys General Act of
2004,

Plaintiff(s),

vs.

BOAVIDA COMMUNITIES, LLC, a California
limited Liability company; THE BOAVIDA
GROUP, LP, a California limited partnership;
and DOES 1–50, inclusive,

Defendant(s).

Case No. 34-2021-00299610

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Hearing Date: July 29, 2022
Hearing Time: 1:30 p.m.
Hearing Dept.: Dept. 25
The Hon. Jill H. Talley

Action filed: April 28, 2021
Trial Date: Not Set

The Motion of Plaintiffs Rene Lopez and Alysia Ford (hereafter referred to as “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Richard K. Sueyoshi presiding. The Court having considered the Motion,



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1 the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or
2 “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

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

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
15 all persons hourly paid or non-exempt employees in California (collectively “Class Members”),
16 who worked anytime during the Class Period. The “Class Period” shall mean the period of time
17 from July 1, 2019, through the date of Preliminary Approval of the Settlement by the court or 90
18 days from the date of the full execution of the Settlement Agreement (August 1, 2022), whichever
19 is earlier. Defendants estimate that there are 198 potential Settlement Class Members. The
20 “Effective Date” means as follows: If no objection to this Settlement or to any of the terms and
21 or conditions of the Settlement are filed by Plaintiffs, another member of the Settlement Class, or
22 any intervenor to this Lawsuit, the Effective Date shall occur on the day that the Court enters an
23 order of final approval of this Settlement; however, if any objection to this Settlement or to any
24 of the terms and or conditions of the Stipulation is filed by a member of the Settlement Class, or
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1 any intervenor to this Lawsuit, the Effective Date shall occur upon the expiration of the time for
2 the filing any appeal of the order of final approval of this Settlement. If an appeal is filed or any
3 writ granted, then the Effective Date shall occur after the appeal has been dismissed or the writ
4 dissolved and when there is no further time to appeal the dismissal of the appeal or the dissolution
5 of the writ. The occurrence of the Effective Date is a prerequisite to any obligation of Defendants
6 to pay any funds into the Settlement Account.
7

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

11 4. The Court hereby preliminarily finds that the Settlement was the product of
12 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making
13 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
14 the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation
15 of Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a
16 compromise of the Parties' respective positions. The Court further preliminarily finds that the
17 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
18 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
19 Settlement was entered into in good faith.
20

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

2 a. Within fourteen (14) calendar days of this Preliminary Approval Order,
3 Defendants shall provide Phoenix Class Action Administration (“Phoenix”),
4 the following information for each Class Member: (1) full name; (2) last
5 known home address; (3) last known telephone number; (4) dates of
6 employment with Defendants as an hourly-paid or non-exempt employee, as
7 well as hours worked and total workweeks for each class member; (5) total
8 Workweeks during the Class Period; (6) total Workweeks during the PAGA
9 Period; (7) Social Security number; and (8) last known email address (“Class
10 Members’ Data”).
11

12 b. **Mailing of Class Notice.** By _____, approximately
13 fourteen (14) days after receiving the Class Members’ Data, or as soon
14 thereafter as it can do so, the Settlement Administrator will mail the Class
15 Notice to all identified Class Members via first-class U.S. mail using the
16 mailing address information provided by Defendants, unless modified by any
17 updated address information that the Settlement Administrator obtains in the
18 course of administration of the Settlement.
19

20 c. **Returned Class Notice.** If a Notice is returned as undeliverable after the initial
21 mailing, the Settlement Administrator will perform a skip trace in an attempt
22 to locate a more current address. If the Settlement Administrator is successful
23 in locating an updated address, it will re-mail the Notice to the Class Member.
24 Further, any Notices returned with a forwarding address to the Settlement
25 Administrator before the Response Deadline, shall be re-mailed to the
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1 forwarding address affixed thereto. With respect to any Notice that is re-
2 mailed, the Response Deadline for the Class Member whose Notice is re-
3 mailed will be extended an additional fifteen (15) calendar days.

4
5 d. **Declaration of Settlement Administrator.** No later than twenty-five (25)
6 days before the Final Approval Hearing, the Settlement Administrator shall
7 provide counsel for Defendants and Class Counsel with a declaration attesting
8 to the completion of the settlement notice administration process, including the
9 number of attempts to obtain valid mailing addresses for and re-sending of any
10 returned Notices, as well as the number of Workweeks Disputes, Requests for
11 Exclusion, and objections received.

12
13 e. **Requests for Exclusion from Settlement; and Objections to Settlement.**
14 Class Members may submit requests to be excluded from the effect of the
15 Settlement, or objections to the Settlement, pursuant to the following
16 procedures:

17 i. **Request for Exclusion from Settlement.** In order for any Class Member
18 to validly exclude himself or herself from the Settlement (i.e., to validly
19 opt out), a written request for exclusion from the Settlement (“Request to
20 be Excluded”) must: (1) contain the case name and number of the
21 Litigation; (2) contain the Class Member’s full name, address, telephone
22 number, and last four digits of his or her Social Security number; (3) be
23 signed by the Class Member or his or her authorized representative; (4)
24 contain a clear statement that the Class Member requests to be excluded
25 from the Settlement; and (5) be sent to the Settlement Administrator,
26 postmarked by no later than the Response Deadline.

27 ii. **Objections to Settlement.** Any Class Member making an objection must
28 not submit a Request to be Excluded (i.e., must not opt out). To object to



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1 the Settlement, a Settlement Class Member may send a written objection
2 to the Settlement Administrator or appear at the Final Approval Hearing
3 with or without submitting a written objection to the Settlement.

4 A written objection to the Settlement must: (1) contain the case name and
5 number of the Litigation; (2) contain the Settlement Class Member's
6 name, address, telephone number, signature, and last four digits of his or
7 her Social Security number; (3) clearly state the grounds for the objection;
8 (4) state whether the Settlement Class Member intends to appear at the
9 Final Approval Hearing; and (5) be mailed to the Settlement
10 Administrator, postmarked no later than the Response Deadline. If a Class
11 Member objects to the Settlement, the Class Member will remain a
12 Settlement Class Member and if the Court approves this Agreement, the
13 Settlement Class Member will be bound by the terms of the Settlement
14 and Final Approval Order in the same way and to the same extent as a
15 Settlement Class Member who does not object to the Settlement. The date
16 of mailing of the Notice to the objecting Settlement Class Member shall
17 be conclusively determined according to the records of the Settlement
18 Administrator. The Court retains final authority with respect to the
19 consideration and admissibility of any objections to the Settlement from
20 Settlement Class Members.

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

21 7. The Court approves, for settlement purposes only, David Spivak of The Spivak
22 Law Firm and Justin Marquez of Wilshire Law Firm, PLC as Class Counsel.

23 8. The Court approves, for settlement purposes only, Rene Lopez and Alysia Ford as
24 the Class Representatives.

25 9. The Court approves Phoenix as the Settlement Administrator.

26 ///

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

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

5 12. The Court preliminarily approves each Plaintiff's Enhancement Payment subject
6 to final review by the Court.

7
8 13. A Final Approval Hearing shall be held on _____ at _____.m. in the
9 Superior Court for the State of California, County of Sacramento, _____ to
10 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
11 approved by this Preliminary Approval Order, and to consider the application of Class Counsel
12 for attorneys' fees and costs and the Class Representative Payments to the Class Representatives.
13 The notice of motion and all briefs and materials in support of the motion for final approval of
14 class action settlement and motion for attorneys' fees and litigation costs shall be served and filed
15 with this Court on or before _____.

16
17 14. If for any reason the Court does not execute and file a final approval order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
19 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Settlement.

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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.**

5
6 DATED: _____

THE HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

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