

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1215 K Street, 17th Floor
Sacramento, California 95814
Telephone: (916) 588-0683

Attorneys for Plaintiff David Long

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

DAVID LONG, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAPITOL COMPLIANCE
MANAGEMENT, LLC, et al.,

Defendants.

DAVID LONG, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAPITOL COMPLIANCE
MANAGEMENT, LLC, et al.

Defendants.

Case No.: 34-2021-00301119-CU-OE-GDS

CLASS ACTION

Complaint Filed: May 20, 2021

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 24, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No.: 2704731

RELATED CASE: 34-2021-00302928-CU-OE-GDS

Complaint Filed: June 21, 2021

1 Plaintiff David Long's ("Plaintiff") application for an Order Granting Plaintiff's Motion
2 for Preliminary Approval of Class Action Settlement was filed with the Court on March 2, 2023,
3 and a hearing was held before this Court on March 24, 2023.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Agreement" or "Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendants Capital Compliance Management, LLC; CC101, Inc.; Alternative
9 Medical Center, Inc.; Sharp Source; Doc's Inc.; Perchta, Inc.; and C9 Alliance, Inc. (together,
10 "Defendants") filed herewith. The Settlement Agreement appears to be fair, adequate, and
11 reasonable to the Class.

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

16 3. The Court hereby conditionally certifies the following Class for settlement
17 purposes only: all current and former non-exempt employees of Defendants in the State of
18 California who worked during the Class Period (the period of May 20, 2017, through June 10,
19 2022).

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

24 4. The Court appoints and designates: (a) Plaintiff David Long as the Class
25 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. and
26 Kelsey A. Webber and Shaelyn A. Stewart of Webber Law Group as Class Counsel for the
27 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
28 consents required by, or which may be given, pursuant to the Settlement Agreement, and such

1 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
2 Member may enter an appearance through his or her own counsel at such Class Member's own
3 expense. Any Class Member who does not enter an appearance or appear on his or her own
4 behalf will be represented by Class Counsel.

5 5. The Court hereby approves the terms and conditions provided for in the
6 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
7 falls within the range of reasonableness of a settlement, including the amount of the PAGA
8 penalties, and appears to be presumptively valid, subject only to any objections that may be
9 raised by Class Members. It appears to the Court on a preliminary basis that the settlement is
10 fair, adequate, and reasonable as to all potential Class Members when balanced against the
11 probable outcome of further litigation relating to liability and damages issues. It also appears that
12 substantial investigation and research have been conducted so that counsel for the Settling
13 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
14 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
15 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
16 also appears that settlement has been reached as a result of intensive, serious, and non-collusive
17 arm's length negotiations facilitated by an experienced and neutral mediator.

18 6. A Final Approval Hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
20 to Class Counsel, settlement administration costs to the Settlement Administrator, payment to the
21 Labor Workforce and Development Agency, payment to PAGA Members, and Class
22 Representative incentive payment should be finally approved as fair, reasonable, and adequate as
23 to the members of the Class is hereby set for _____ at _____ in this
24 Court.

25 7. The Court hereby approves, as to form and content, the Notice of Class Action
26 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
27 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
28 substantially in the manner and form set forth in the Settlement Agreement and this Order meets

1 the requirements of due process and shall constitute due and sufficient notice to all parties
2 entitled thereto.

3 8. The Court appoints and designates Phoenix Settlement Administrators as the
4 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
5 approved Class Notice to Class Members using the procedures set forth in the Settlement
6 Agreement.

7 9. Any Class Member may choose to opt out of and be excluded from the Settlement
8 as provided in the Settlement Agreement and Class Notice, and by following the instructions for
9 requesting exclusion. Any person who timely and properly opts out of the Settlement will not be
10 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon,
11 with the exception of the PAGA Release, for which there is no opt out. Any requests for
12 exclusion must be in writing and signed by each such Class Member opting out and must
13 otherwise comply with the requirements delineated in the Class Notice. Class Members who
14 have not requested exclusion by submitting a valid and timely request by the deadline shall be
15 bound by all determinations of the Court, the Settlement Agreement, and Judgment.

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

20 11. The Motion for Final Approval shall be filed by the Class Representative no later
21 than sixteen (16) court days before the Final Approval Hearing.

22 12. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Settlement Agreement without further notice to the
24 Class, and retains jurisdiction to consider all further applications arising out of or connected with
25 the Class Settlement Agreement.

26 **IT IS SO ORDERED.**

27
28 DATED: _____

HON. _____
SUPERIOR COURT OF CALIFORNIA