

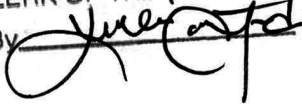
HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
Ari Cherniak (SBN 290071)
acherniak@hammondlawpc.com
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
(310) 601-6766
(310) 295-2385 (Fax)

Attorneys for Plaintiffs and the Putative Classes

FILED
ALAMEDA COUNTY

OCT 04 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CHARLES CASTILLO and DEIDRE BEAN,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

HOLY NAMES UNIVERSITY, a California
Non-Profit Corporation,

Defendant.

CASE NO. HG21097245

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

1 This matter is before the Court on Plaintiff's unopposed Motion for an Order Granting
2 Preliminary Approval of Class Action Settlement based on a Settlement Agreement in the above-titled
3 case, which is attached as **Exhibit 1** to the Declaration of Julian Hammond In Support of Plaintiffs'
4 Motion for Preliminary Approval of Class Action Settlement, filed herewith. The motion, having been
5 fully considered by the Court, and it appearing to the Court, upon preliminary examination, that the
6 settlement set forth herein is within the range of reasonableness, and that a hearing should and will be
7 held after notice to the Class to confirm that the Settlement Agreement therein is fair, adequate and
reasonable, and to determine whether a judgment should be entered in this action thereon:

8 IT IS HEREBY ORDERED THAT:

9 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement,
10 and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

11 2. This Court preliminarily approves the Settlement Agreement and finds that it is within the
12 range of reasonableness as to the Class and Defendant, and is the product of good faith, arm's length
negotiations between the parties.

13 3. This Court certifies provisional classes for the purposes of this settlement defined as:

14 Part-time Faculty Class: All current and former part-time faculty employed by Defendant in
15 California during the Class Period, which is the period of time from April 16, 2017 through the date of
16 Preliminary Approval.

17 Expense Reimbursement Class: All current and former individuals employed by Defendant
18 in California, except for Part-time Faculty Class Members, who were required to work from home
19 during the COVID-19 pandemic and related declared state of emergency and allegedly did not receive
20 proper expense reimbursement during the Expense Reimbursement Class Period, which is the period of
time from March 16, 2020 through the date of Preliminary Approval.

21 General Class: All current and former individuals, except for Part-time Faculty Class
22 Members, who received wage statement(s) that did not include the beginning date of each pay period,
23 employed by Defendant during the General Class Period, which is the period from April 16, 2020
24 through the date of Preliminary Approval.

25 4. The Court finds that for the purposes of settlement, Plaintiffs have established in their
26 moving papers and supporting declaration of counsel all of the certification of a provisional settlement
class pursuant to California Rules of Court 3.769(d).

27 5. The Court appoints CPT, Inc. as Settlement Administrator. The Court further preliminarily
28

1 approves the payment of the settlement administration costs as provided in the Settlement Agreement.

2 6. The Court appoints and designates Plaintiffs as the Class Representatives, and
3 HammondLaw, P.C. as Class Counsel.

4 7. Notice shall be provided be provided to the Class Members in the following manner: Within
5 10 business days of this Order, Defendant shall provide the Class Data List to the Settlement
6 Administrator. Within 25 calendar days of this Order, the Settlement Administrator will send the Class
7 Notice attached as Exhibit A to the Settlement Agreement ("Class Notice"), as revised (Hammond
8 declaration 10/3/2022) to the Class via U.S. First Class Mail.

9 8. Class Members shall have forty-five (45) calendar days from the date of the first mailing to
10 submit requests for exclusion, and/or objections. Unless a Class Member submits a valid and timely
11 Request for Exclusion as provided in the Settlement Agreement, he/she will automatically become a
12 Settlement Class Member. Class Members who wish to be excluded from the settlement must do so in
13 writing and must include the Class Member's name, address, and a clear statement that he or she seeks
14 to be excluded from the Settlement. Class Members cannot exclude themselves from the PAGA
15 penalties portion of the Settlement. Class Members who wish to object to the settlement must do so in
16 writing and must include the Class Member's Class Member's full name, address, last four digits of his
17 or her social security number, and the case name and number of the Action, and a clear statement of the
18 basis for his or her objection. All exclusion and objections must be mailed to the Settlement
19 Administrator and postmarked no later than the Response Deadline.

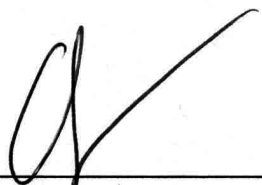
20 9. Class Members will have the right to challenge the number of pay periods as shown on the
21 Notice. Class Members who wish to dispute the number of Credits must do so in writing and must
22 include the Class Member's full name, address, signature, and last four digits of his or her Social
23 Security number; the case name and number of the Action; a clear statement indicating that he or she
24 disputes the number of pay periods credited to him or her; and facts supporting the Class Member's
25 dispute, along with any supporting materials confirming that the pay periods credited to him or her are
26 incorrect. Challenges to the number of pay periods must be mailed to the Settlement Administrator and
27 postmarked no later than the Response Deadline. Challenges shall be resolved without hearing by the
28 Settlement Administrator, who will make a decision based on Defendant's records and any document
or information presented by the Class Member making the challenge, Class Counsel, or Defendant's
Counsel. The Settlement Administrator's determination shall be final and binding.

10. The Final Approval Hearing shall be held on 3/14/2023 2:30 PM to determine

1 whether the Settlement Agreement is fair, adequate, reasonable, and should be approved.

2 **IT IS SO ORDERED.**

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4 Dated: 10/7, 2022

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7 Hon. Brad Seligman
8 Judge of the Superior Court
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