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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MELISSA MOSS, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SARES REGIS OPERATING COMPANY,
L.P.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2021-01201041-CU-OE-CXC

[Assigned for all purposes to the Hon. William
Claster, in Department CX104]

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

Date: July 8, 2022

Time: 9:00 a.m.

Dept.: CX104

Reservation Number: 73780679

Complaint Filed: May 17, 2021

FAC Filed: August 16, 2021

SAC Filed: June 10, 2022

Trial Date: None Set

1 Plaintiff Melissa Moss's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on June 10, 2022, and a hearing
3 was held before this Court on July 8, 2022. Plaintiff and Defendant Sares Regis Operating
4 Company, L.P. ("Defendant") appeared through their respective counsel of record.

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

8 NOW THEREFORE, IT IS HEREBY ORDERED:

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

12 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only:

17 all individuals who worked for SRG as an hourly or non-exempt employee in the
18 State of California from May 7, 2019 to July 8, 2021 (the "Class Period"), and
19 who either

20 (a) earned non-discretionary incentive wages and received a meal or rest period
21 premium during the same workweek at any time during the Class Period
22 ("Meal/Rest Class Members"); or

23 (b) who were paid final wages (upon separation of employment) via a paycard at
24 any time during the Class Period ("Paycard Class Members");

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

5. The Court appoints and designates: (a) Plaintiff Melissa Moss as the Class

1 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
2 Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.
3 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
4 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
5 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member
6 may enter an appearance through his or her own counsel at such Class Member's own expense.
7 Any Class Member who does not enter an appearance or appear on his or her own behalf will be
8 represented by Class Counsel.

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

22 7. A Final Fairness and Final Approval Hearing on the question of whether the
23 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
24 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
25 Representative Payment should be finally approved as fair, reasonable, and adequate as to the
26 members of the Class is hereby set for _____ at _____ in this Court.

27 8. The Court hereby approves, as to form and content, the Notice of Proposed Class
28 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit 1**

1 to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class
2 Members substantially in the manner and form set forth in the Settlement Agreement and this
3 Order meets the requirements of due process and shall constitute due and sufficient notice to all
4 parties entitled thereto.

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

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

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

22 12. The Motion for Final Approval shall be filed by the Class Representative no later
23 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

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1 13. The Court reserves the right to adjourn or continue the date of the Final Fairness
2 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
3 further notice to the Class, and retains jurisdiction to consider all further applications arising out
4 of or connected with the Class Settlement Agreement.

5 IT IS SO ORDERED.

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7 DATED: _____

8 HON. WILLIAM CLASTER
9 SUPERIOR COURT OF CALIFORNIA
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