

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lace Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
staff@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiff EVA ROCKWELL
on behalf of herself and all others similarly situated

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

EVA ROCKWELL on behalf of herself and all
others similarly situated

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No. SCRDCVCV21-0197240-001
Assigned For All Purposes To:
Judge: Hon. Tamara L. Wood
Dept.: 8

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

WHEREAS, this action is pending before this Court as a putative class action (the
“Action”); and

WHEREAS, Plaintiff, through an unopposed Motion for Preliminary Approval, has
applied to this Court for an order preliminarily approving the settlement of the Action in

1 accordance with the Stipulation of Settlement (hereinafter “Settlement Agreement”), and any
2 exhibit annexed thereto, which sets forth the terms and conditions for a proposed settlement and
3 final resolution of the Action upon the terms and conditions set forth therein; and the Court
4 having read and considered the Settlement Agreement and the exhibit annexed thereto;

5 NOW, THEREFORE, IT IS HEREBY ORDERED:

6 1. This Order incorporates by reference the definitions in the final version of the
7 Settlement Agreement which has been filed with the Court and all terms defined therein shall
8 have the same meaning in this Order as set forth in the Settlement Agreement;

9 2. The Court hereby conditionally certifies the Class for settlement purposes only.
10 For the purposes of this settlement, the Class is defined as: all persons employed by
11 CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC in California and classified as non-
12 exempt during the Class Period. Should for whatever reason the Settlement not become final, the
13 fact that the Parties were willing to stipulate to class certification as part of the Settlement shall
14 have no bearing on, nor be admissible in connection with, the issue of whether a class should be
15 certified in a non-settlement context;

16 3. The Court hereby authorizes the retention of ILYM GROUP, INC., as Settlement
17 Administrator for the purpose of this Settlement;

18 4. The Court hereby conditionally finds that James R. Hawkins, Isandra Fernandez
19 and Lance Dacre of the law firm of James Hawkins, APLC may act as counsel for the Class. The
20 Court further conditionally finds that Plaintiff Eva Rockwell may act as the class representative
21 for the Class;

22 5. The Court hereby preliminarily APPROVES the proposed Class Notice. The
23 Court further finds that the Class Notice appears to fully and accurately inform the Class
24 Members of all material elements of the proposed Settlement Agreement, of the Class
25 Members’ right to be excluded from the Class, and of each Class Member’s right and
26 opportunity to object to the Settlement. The Class Notice shall be mailed to the Class Members
27 as set forth in the Settlement Agreement;
28

1 6. The Court finds on a preliminary basis that the Settlement Agreement appears to
2 be within the range of reasonableness of a settlement that could ultimately be given final
3 approval by this Court. It appears to the Court on a preliminary basis that the settlement amount
4 is fair, adequate and reasonable as to all potential Class Members when balanced against the
5 probable outcome of further litigation relating to liability and damages issues. It further appears
6 that investigation and research have been conducted such that counsel for the Parties, at this
7 time, are able to reasonably evaluate their respective positions. It further appears to the Court
8 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
9 the delay and risks that would be presented by the further prosecution of the Action. It further
10 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
11 length negotiations;

12 7. The Court orders the following implementation schedule for further proceedings:
13

14 Preliminary approval order.	
15 Deadline for Defendants to provide the 16 Class List to the Settlement Administrator.	_____ (within ten (10) calendar days after Court approves the Settlement 17 Agreement).
18 Mail notices to Settlement Class Members.	_____ (within ten (10) calendar 19 days after Settlement Administrator 20 Receives Class List from Defendant).
21 Deadline for postmark by registered mail 22 of any Request for Exclusion.	_____ (forty five (45) days 23 after Settlement Administrator first mails 24 Notice of Class Settlement to Settlement 25 Class Members).

Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	_____ (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____ 2023
Final Fairness and Final Approval Hearing.	_____ 2023 at

IT IS SO ORDERED.

Dated: _____

Hon. Tamara L. Wood
Judge of the Shasta County Superior Court