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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO**

10 CLEMENTE SANABIA, individually, and on
behalf of all others similarly situated,

11 Plaintiff,

12 v.

13 GP DEVELOPMENT, INC., a California
14 Corporation; GARY PERKINS, an individual;
and DOES 1-10, inclusive,

15 Defendants.
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Case No.: 34-2021-00306482-CU-OE-GDS

CLASS AND PAGA ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and
Declaration of Graham S.P. Hollis]

Date: June 28, 2024
Time: 9:00 a.m.
Dept: 23
Judge: Hon. Jill H. Talley

Reservation Number: A-3061482-001

Complaint Filed: August 20, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
06/28/2024
T. Shaddix, Deputy

1 Plaintiff Clemente Sanabia's ("Plaintiff") Motion for Preliminary Approval of Class and PAGA
2 Action Settlement ("Motion for Preliminary Approval") with Defendants GP Development, Inc. and Gary
3 Perkins ("Defendants") (collectively, the "Parties") came before this Court on June 28, 2024 at 9:00 a.m.
4 The Court, having considered the Parties' proposed Class Action and PAGA Settlement Agreement
5 ("Settlement Agreement"), Plaintiff's Motion for Preliminary Approval, and all papers filed in support
6 thereof, NOW, THEREFORE, IT IS HEREBY ORDERED:

7 1. This Order Granting Motion for Preliminary Approval of Class and PAGA Action
8 Settlement ("Order") incorporates by reference all defined terms set forth in the Settlement Agreement,
9 which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of Plaintiff's Motion
10 for Preliminary Approval of Class and PAGA Action Settlement, filed on June 3, 2024. To the extent the
11 terms used in this Order are defined in the Settlement Agreement, the defined terms shall have the same
12 meaning as set forth in the Settlement Agreement.

13 2. This Court has jurisdiction over the claims asserted in this Action and has personal
14 jurisdiction over Plaintiff, Defendants, and the Settlement Class.

15 3. The Court finds, for settlement purposes only, that the Settlement Class meets the
16 requirements for certification under California Code of Civil Procedure section 382. The Court
17 provisionally certifies, for settlement purposes only, the Settlement Class, defined as follows:

18 All current and former nonexempt employees who were employed by
19 Defendants in the state of California at any time between August 20, 2017
20 and the date of Preliminary Approval, excluding Prior Settling Class
21 Members.

22 4. Should for any reason the Settlement not become final, the fact that the Parties were willing
23 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in
24 connection with, the issue of whether a class should be certified in a non-settlement context.

25 5. Plaintiff Clemente Sanabia is hereby appointed and designated, for all purposes, as the
26 representative of the Class, and the following attorneys are hereby appointed and designated as counsel
27 for Plaintiff and the Settlement Class: Graham S.P. Hollis, Hali M. Anderson, and Dawn M. Berry of
28 GrahamHollis APC ("Class Counsel"). Class Counsel is authorized to act on behalf of Settlement Class
Members and Aggrieved Employees with respect to all acts or consents required by, or which may be

1 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
2 Any Settlement Class Member may enter an appearance through counsel of such Settlement Class
3 Member's own choosing and at such Settlement Class Member's own expense. Any Settlement Class
4 Member who does not enter an appearance or appear on his or her own will be represented by Class
5 Counsel.

6 6. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable,
7 and adequate, and one that would merit, ultimately, Final Approval by this Court. The Court has reviewed
8 the Settlement and recognizes the value thereof to the Settlement Class Members. The Court finds, on a
9 preliminary basis, that the Settlement is fair, adequate, and reasonable as to all Settlement Class Members
10 and Aggrieved Employees when balanced against the potential outcomes of further litigation relating to
11 liability and damages issues. The Court further finds that the Settlement has been reached as the result of
12 serious and non-collusive, arm's-length negotiations by Defendants and Plaintiff.

13 7. A Final Approval Hearing shall be held before this Court, located at 720 9th Street,
14 Sacramento, California 95814, on 11/1/24 at 9:00 a.m./~~p.m.~~ in Department 23,
15 to determine all necessary matters concerning the Settlement, including: whether the proposed settlement
16 of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement
17 Agreement, should be entered herein; whether the plan of allocation contained in the Settlement
18 Agreement should be approved as fair, adequate, and reasonable to the Settlement Class Members; and to
19 finally approve the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class
20 Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment.

21 8. Plaintiff shall file his motion for final approval of the Settlement, including a request for
22 approval for the Class Representative Service Payment, the Class Counsel Fees Payment, the Class
23 Counsel Expenses Payment, the PAGA Penalties, and Administration Expenses Payment no later than 16
24 court days prior to the Final Approval Hearing.

25 9. Within 14 calendar days of this Order, Defendants shall provide the Administrator with a
26 list of Settlement Class Members and Aggrieved Employees, containing the names, last known addresses
27 and telephone numbers, Social Security numbers, the dates of hire, and if applicable, termination date for
28 each Settlement Class Member and Aggrieved Employee, and the number of Workweeks worked during

1 the Class Period and/or the number of PAGA Pay Periods worked during the PAGA Period, as applicable,
2 in the form of a Microsoft Excel Spreadsheet.

3 10. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
4 and Release of Claims ("Class Notice"), attached as Exhibit A to the Settlement Agreement. The Court
5 finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement
6 Agreement and this Order, meets the requirements of due process, is the best notice practicable under the
7 circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

8 11. The Court hereby appoints Phoenix Settlement Administrators as the third-party
9 Administrator. The Administrator shall administer the Settlement in accordance with the Settlement
10 Agreement and this Order.

11 12. The Court orders the Administrator to simultaneously mail or cause to be mailed to
12 Settlement Class Members and Aggrieved Employees, the Class Notice by first class mail at their last
13 known address within 21 calendar days of receiving the Class Data from Defendants. The Settlement
14 Administrator shall use the procedures and methods outlined in the Settlement Agreement.

15 13. Any Settlement Class Member or Aggrieved Employee may challenge the number of
16 qualified Workweeks and/or PAGA Pay Periods worked during the applicable periods, as provided in the
17 Class Notice. Settlement Class Members and Aggrieved Employees shall have 60 calendar days from the
18 date of mailing of the Class Notice in which to challenge the number of qualifying Workweeks and/or
19 PAGA Pay Periods worked. The Administrator's determination of each Class Member's allocation of
20 Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
21 challenge.

22 14. Any Settlement Class Member may elect to be excluded from the class action portion of
23 the Settlement as provided in the Settlement Agreement and Class Notice. All requests for exclusion must
24 be post marked on or before the end of the Response Deadline. Settlement Class Members who do not
25 submit a timely request for exclusion to the Settlement Administrator shall be bound by the Settlement
26 Agreement, all determinations of this Court, and final judgment. Aggrieved Employees and Non-
27 Participating Class Members are bound by and cannot request to be excluded from the PAGA portion of
28 the Settlement.

15. Any Settlement Class Member who did not request exclusion from the Settlement may object to the Settlement or express his or her views regarding the Settlement and may present evidence, and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court, as provided in the Settlement Agreement and Class Notice. All objections must be postmarked on or before the end of the Response Deadline. Any Settlement Class Member who does not make their objection at or before the Final Approval Hearing shall be deemed to have waived any such objection and shall be foreclosed from objecting to the Settlement at a later date.

16. The Settlement is not a concession or admission and shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement Agreement.

17. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

19. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing

1 and all dates provided for in the Settlement Agreement without further notice to Settlement Class Members
2 and Aggrieved Employees, and retains jurisdiction to consider all further applications arising out of or
3 connected with the proposed Settlement.

4 **IT IS SO ORDERED.**

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6 Dated: 06/28/2024



Jill Talley

Hon. Jill H. Talley
Judge of the Superior Court