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

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned for all purposes to Department 28,
Hon. Lauri A. Damrell]

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

Date: August 4, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: September 22, 2021
FAC Filed: February 28, 2022

Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on July 11, 2023, and a hearing was held before this Court on August 4, 2023.

I. RECITALS

1. On September 22, 2021, Plaintiff initiated this class action. On September 21, 2021, Plaintiff had also filed a representative action under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Case No. 34-2021-00308475 (the "PAGA Action"). The operative complaint in this Action alleges class action and PAGA claims for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses.

2. On January 31, 2023, the Parties were able to agree to settlement terms memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement").

II. FINDINGS

3. The Court conditionally certifies the following Class of Sick Pay Class Members, Non-Exempt Class Members, and Exempt Class Members:

- Sick Pay Class Members include all current or former non-exempt employees of Defendant in the State of California who were paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which they also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives.
- Non-Exempt Class Members include all current or former non-exempt employees of Defendant in the State of California from February 10, 2021, through April 1, 2023.
- Exempt Class Members include all current or former exempt employees of Defendant in the State of California from September 22, 2017, through April 1, 2023.

4. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when

1 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
2 also appears that investigation, research, and proceedings have been conducted so that counsel for the
3 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
4 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
5 would be presented by the further prosecution of the action. It also appears that settlement has been
6 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

7 **III. ORDERS**

8 After considering the papers and evidence, arguments of counsel, and all other matters presented
9 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

10 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
11 Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
12 reasonable to the Class.

13 6. The Court appoints and designates: (a) Plaintiff, Wendie Brandt, as Class Representative,
14 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber of
15 Webber & Egbert Employment Law, P.C. as Class Counsel for the Class. Class Counsel is authorized to
16 act on behalf of the Class with respect to all acts or consents required by, or which may be given,
17 pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its
18 terms. Any Class Member may enter an appearance through his or her own counsel at such Class
19 Member’s own expense. Any Class Member who does not appear on his or her own behalf will be
20 represented by Class Counsel.

21 7. A final fairness hearing on the question of whether the proposed Agreement, the
22 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the
23 Labor Workforce & Development Agency, and the Class Representative Award should be finally
24 approved as fair, reasonable, and adequate as to the members of the Class is set for December ____,
25 2023, at 9:00 a.m. in this Court.

26 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
27 (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
28 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and

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

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

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

14 11. Any Class Member may object to the Agreement or express his or her views regarding
15 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
16 issues to be heard and determined by the Court as provided in the Class Notice.

17 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
18 sixteen (16) court days before the final fairness hearing.

19 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
20 and all dates provided for in the Agreement without further notice to the Class. The Court retains
21 jurisdiction to consider all further applications arising out of or connected with the Agreement.

22 14. Should for whatever reason final approval is not granted, the fact that the Parties were
23 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
24 of whether a class should be certified in a non-settlement context.

25 **IT IS SO ORDERED.**

26 DATED: _____, 2023

27 _____
THE HONORABLE LAURI A. DAMRELL