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Attorneys for Plaintiff MARK D. TAFT,
individually and on behalf of all others similarly situated

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

MARK D. TAFT, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SALADINO'S INC., a California Corporation;
and DOES 1-50, inclusive,

Defendants.

CASE NO.: 34-2021-00304595
Hon. Jill H. Talley

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

Date: August 18, 2023
Time: 9:00 a.m.
Dept.: 27

1 **ORDER**

2 This matter came on for hearing on August 18, 2023 at 9:00 a.m. in Department 27 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation for Class Action Settlement (hereinafter
5 “Settlement Agreement”).

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement, including the proposed Notice of Proposed Settlement Class Action
9 Settlement, and in recognition of the Court's duty to make a preliminary determination as to the
10 reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due
12 process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
13 Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement,
14 and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES**
15 **THE FOLLOWING DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary GSA of \$450,000.00.
8 Defendant will pay out the entirety of the TSA to the Participating Class Members and PAGA
9 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
10 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
11 penalties.

12 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
13 been established to support conditional certification of the Settlement Class for settlement purposes,
14 with Plaintiff acting as the Class Representative.

15 The Court hereby appoints, for settlement purposes, Plaintiff Mark D. Taft as the Class
16 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
17 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
18 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

19 The Class as identified in the Settlement is provisionally certified by this Order.

20 The Court finds that the proposed manner of class notice is adequate.

21 The Court approves APEX Class Action Administrators to serve as the Settlement
22 Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement and
24 Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Notice of Class Action Settlement fully and accurately informs

1 Settlement Class Members of all material elements of the proposed Settlement, of each Settlement
2 Class Member's right to be excluded from the Settlement Class, and each Settlement Class Member's
3 right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement
4 adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the
5 benefits available to each Settlement Class Member; each Settlement Class Member's right to
6 participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing
7 and procedures for doing so; the temporary and conditional certification of the Settlement Class for
8 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
9 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
10 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
11 Settlement Class to file documentation in support of or in opposition to and appear in connection
12 with said hearing.

13 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
14 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
15 last known address of the Settlement Class, as specifically described within the Settlement
16 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
17 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

18 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
19 the Settlement Administrator with the Class Information within ten (10) business days for
20 purposes of mailing the Notice of Class Action Settlement to the Class Members. No later than
21 three (3) business days after receipt of the Class Information, the Settlement Administrator shall
22 notify counsel for the Parties that the list has been received and state the number of Class
23 Members included in the Class Information.

24 IT IS FURTHER ORDERED that upon receipt of the Class Information, the Settlement
25 Administrator will perform a search based on the National Change of Address Database to update
26 and correct any known or identifiable address changes. Within thirty (30) calendar days of the
27 Preliminary Approval Date, the Settlement Administrator shall mail copies of the Notice of Class
28 Action Settlement to all Class Members via regular First-Class U.S. Mail with a return postage-paid

1 envelope. The Settlement Administrator shall exercise its best judgment to determine the current
2 mailing address for each Class Member, including performing a skip-trace to identify any updated
3 addresses. The address identified by the Settlement Administrator as the current mailing address
4 shall be presumed to be the best mailing address for each Class Member. A reminder postcard will
5 be mailed out 30 days after the Class Notice is mailed to Class Members.

6 IT IS FURTHER ORDERED that any Notice of Class Action Settlement returned to the
7 Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed
8 once to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
9 Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other
10 search using the name, address and/or social security number of the Class Member whose notice
11 was undeliverable, and shall then re-mail all returned, undelivered mail within five (5) calendar days
12 of receiving notice that a notice was undeliverable. Class Members who receive a re-mailed Notice
13 of Class Action Settlement shall have their Response Deadline extended by the longer of fourteen
14 (14) calendar days from the date of re-mailing or the remaining original Response Deadline period

15 IT IS FURTHER ORDERED that Class Members who disagree with the number of eligible
16 workweeks stated on their Class Notice will provide documentation and/or an explanation to show
17 contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator
18 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
19 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
20 Payments under the terms of this Agreement. The Settlement Administrator's determination of the
21 eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class
22 Members and the Parties. In the absence of circumstances indicating fraud, manipulation or
23 destruction, Defendant's records will be given a rebuttable presumption of accuracy. .

24 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
25 concerning the administration of the Settlement will be resolved by the Court, under the laws of the
26 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
27 in good faith to resolve the disputes without the necessity of involving the Court.
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1 IT IS FURTHER ORDERED that Class Members who wish to exclude themselves from the
2 Settlement must submit a Request for Exclusion by the Response Deadline. The Notice will state
3 that the Request for Exclusion: (1) must contain the name, address, and telephone number of the
4 Class Member requesting exclusion; (2) must contain a statement expressing that the Class Member
5 elects to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must
6 be postmarked or fax stamped by the Response Deadline and returned to the Settlement
7 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
8 invalid if it does not contain a Class Member's name, address, signature, and a statement requesting
9 exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for
10 Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been
11 timely submitted. If the Settlement Administration is unsure of the validity of a Request for
12 Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a
13 determination as to its validity. Any Class Member who requests to be excluded from the Settlement
14 Class will not be entitled to any recovery under the Settlement and will not be bound by the terms
15 of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail
16 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
17 bound by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement
18 is approved by the Court. No later than five (5) calendar days after the Response Deadline, the
19 Settlement Administrator shall provide counsel for the Parties with a complete list of all members
20 of the Settlement Class who have timely submitted a Request for Exclusion.

21 IT IS FURTHER ORDERED that the Notice of Class Action Settlement shall state that Class
22 Members who wish to object to the Settlement may do so in person at the Final Approval Hearing
23 and/or in writing. Any written objection ("Notice of Objection") must be mailed or faxed to the
24 Settlement Administrator by the Response Deadline. The date of mailing on the envelope or the date
25 of the fax transmission shall be deemed the exclusive means for determining that a Notice of
26 Objection was timely received. The Notice of Objection must be signed by the Class Member and
27 state: (1) the full name of the Class Member; (2) the basis for the objection; and (3) if the Class
28 Member intends to appear at the Final Approval Hearing. The Settlement Administration must

1 provide a copy of written objections to the Parties within three (3) calendar days of receipt. Class
2 Counsel will ensure that any Notices of Objection received by the Settlement Administrator by the
3 Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the
4 Parties may file a responsive document to any objection at least ten (10) court days before the Final
5 Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who
6 has not filed a written objection must file a notice of appearance with the Court and serve Class
7 Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not
8 represent any Class Members with respect to any such objections.

9 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
10 objection or to present an objection in person at the Final Approval Hearing shall be deemed to have
11 waived any objections and shall be foreclosed from making any objection to the Settlement whether
12 by appeal or otherwise. An individual who submits a valid Request for Exclusion may not object to
13 the Settlement.

14 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on December
15 22, 2023 at 09:00 a.m./p.m. in Department 27 of the above captioned Courthouse to consider the
16 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
17 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award
18 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
19 Approval Hearing to another date at its discretion.

20 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
21 Final Approval and application for attorneys' fees and costs and class representative enhancement
22 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
23 Approval Hearing.

24 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
25 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
26 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
27 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
28

1 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
2 Agreement.

3 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
4 this matter except those contemplated herein and in the Settlement Agreement are stayed.

5 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
6 Hearing from time to time without further notice to the Class.

7 **IT IS SO ORDERED.**

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9 Dated: _____, 2023

Honorable Jill H. Talley

JUDGE OF THE SUPERIOR COURT

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