

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
ARI J. STILLER, Esq. (SBN 294676)
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

FISHER & PHILLIPS LLP
LONNIE D. GIAMELA, Esq. (SBN 228435)
lgiamela@fisherphillips.com
ANET DRAPALSKI, Esq. (SBN 282086)
adrapalski@fisherphillips.com
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500, Fax: (213) 330-4501

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VICKI FLORES an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

HERITAGE BAG COMPANY; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2023373

[Case Assigned for All Purposes to Hon. David
Cohn in Dept. S-26]

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

Date: March 23, 2022

Time: 9:00 a.m.

Dept.: S-26

Complaint Filed: October 20, 2020

Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement” or “Settlement Agreement”) came before this Court on March
3 23, 2022. The Court, having considered the papers submitted in support of the motion of the
4 parties, **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement Agreement and the
6 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
7 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement
8 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant
9 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval
10 of the Settlement.

11 2. “Settlement Class Members” means all hourly paid, non-exempt persons employed
12 by Defendant in the State of California during the Settlement Period.

13 3. “PAGA Settlement Group” means all hourly paid, non-exempt persons employed
14 by Defendant in the State of California during the PAGA Settlement Period.

15 4. The Settlement falls within the range of reasonableness and appears to be
16 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
17 and final approval by this Court.

18 5. The Court makes the following preliminary findings for settlement purposes
19 only:

- 20 A. The Settlement Class, which consists of approximately 459 persons, is so
numerous that joinder of all members is impracticable;
- 21 B. There appear to be questions of law or fact common to the Settlement
22 Class for purposes of determining whether this Settlement should be
approved;
- 23 C. Plaintiff’s claims appear to be typical of the claims being resolved through
24 the proposed settlement;
- 25 D. Plaintiff appears to be capable of fairly and adequately protecting the
26 interests of the Settlement Class Members in connection with the proposed
settlement;
- 27 E. Common questions of law and fact appear to predominate over questions
28 affecting only individual persons in the Settlement Class. Accordingly,
the Settlement Class appears to be sufficiently cohesive to warrant
settlement by representation; and

F. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A (Class Notice).

7. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Settlement Agreement and Class Notice.

8. The Court approves the procedure for Class Members to become Participating Class Members as set forth in the Class Notice.

9. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court confirms Eric B. Kingsley and Ari J. Stiller of Kingsley & Kingsley, APC as Class Counsel.

11. The Court confirms Vicki Flores as the Named Plaintiff.

12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

13. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

14. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	March 23, 2022
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	14 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Settlement Administrator's receipt of Class Data

d.	Deadline for Class Members to Postmark Any Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

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

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On January 13, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

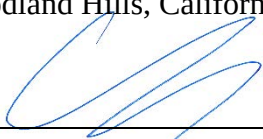
Lonnie D. Giamela
Anet Drapalski
lgiamela@fisherphillips.com
adrapalski@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 13, 2022, at Woodland Hills, California.



Michelle Tanzer