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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

GILDARDO MOTA STEVENS, an
individual, on behalf of herself and others
similarly situated,

PLAINTIFF,

v.

PURPLE EAGLE LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. MSC21-02204

[Case Assigned for All Purposes to Hon.
Charles S. Treat in Dept. 12]

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

Date: June 8, 2023
Time: 9:00 a.m.
Dept.: 12

Complaint Filed: October 26, 2021
Trial Date: None Set

1 The Motion for Preliminary Approval of the Stipulation for Settlement of Class and
2 Representative Action (“Agreement” or “Settlement”), a copy of which is attached as
3 to the Declaration of Liane Katzenstein Ly as Exhibit “1”, came before this Court on June 8,
4 2023. The Court, having considered the papers submitted in support of the motion of the parties,
5 **HEREBY ORDERS THE FOLLOWING:**

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

11 2. “Class” or “Settlement Class” means all individuals who are or were employed by
12 Defendant as non-exempt employees in California during the Class Period.

13 3. The “Class Period” is October 26, 2017 to March 25, 2023.

14 4. “Aggrieved Employee” or “PAGA Settlement Class” means all individuals who
15 are or were employed by Defendant as non-exempt employees in California during the PAGA
16 Period.

17 5. The “PAGA Period” means the period from October 26, 2020 to March 25, 2023.

18 6. The Settlement falls within the range of reasonableness and appears to be
19 presumptively valid, subject only to any objections that may be raised at the final fairness
20 hearing and final approval by this Court.

21 7. The Court makes the following preliminary findings for settlement purposes
22 only:

- 23 A. The Class Members, which consist of approximately 351 persons, is so
numerous that joinder of all members is impracticable;
- 24 B. There appear to be questions of law or fact common to the Class Members
25 for purposes of determining whether this Settlement should be approved;
- 26 C. Plaintiff’s claims appear to be typical of the claims being resolved
through the proposed settlement;
- 27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 interests of the Class Members in connection with the proposed
settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only the Class Members. Accordingly, the Class Members
3 appear to be sufficiently cohesive to warrant settlement by representation;
4 and

5 F. Certification of the class appears to be superior to other available methods
6 for the fair and efficient resolution of the claims of the Class Members.

7 8. The Court approves, as to form and content, the Notice to Class Members in
8 substantially the form attached to the Agreement as Exhibit “A” (Class Notice).

9 9. The Court approves the procedure for Class Members to object to the Settlement
10 as set forth in the Class Notice to Class Members.

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

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

19 12. The Court confirms Kingsley & Kingsley, APC and Abramson Labor Group as
20 Class Counsel.

21 13. The Court confirms the named Plaintiff in the operative complaint in the Action
22 as the Class Representative.

23 14. The Court approves Phoenix Settlement Administrators as the Settlement
24 Administrator.

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

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

a.	Preliminary Approval	June 8, 2023
b.	Deadline for Defendant to Provide Class List to Administrator	15 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Opt-Out	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	September 27, 2023
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	September 27, 2023
h.	Final Approval Hearing	October 19, 2023 at 9:00 a.m.

17. The Court will not decide the amount of the Class Counsel's attorney's fees and costs and Plaintiff's enhancement payment until the final approval hearing.

18. The Court ORDERS that five percent (5%) of Class Counsel's attorney's fees are to be withheld by the Administrator pending satisfactory compliance as found by the Court.

19. The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for Class Counsel and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of unresolved issues. Plaintiff's Counsel are to

1 submit a compliance statement one (1) week prior to the compliance hearing date. If the
2 distribution is completed, the Court will at that time release any hold-back of attorney fees.

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

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

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

15
16 **DATED:** _____

17 **JUDGE OF THE SUPERIOR COURT**
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(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 June 9, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

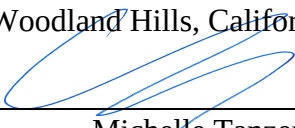
Ann K. Smith
Sarkis A. Atoyan
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Driver South, Suite 300
Cerritos, CA 90703-9364
Sarkis.atoyan@aalrr.com
asmith@aalrr.com

[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 June 9, 2023, at Woodland Hills, California.



Michelle Tanzer