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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

12
13 MARI CARR and SEYED ALAVI, individually
and on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

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17 KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC., a New York Corporation,
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19 Defendant.
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FILED
ALAMEDA COUNTY

MAR 01 2023

CLERK OF THE SUPERIOR COURT
By *Shaylene Smith* Deputy

CASE NO. 21CV001245

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 This matter is before the Court on Plaintiffs' unopposed Motion for an Order Granting
2 Preliminary Approval of Class Action Settlement based on a Settlement Agreement in the above-titled
3 case, which is attached as Exhibit 1 to the Declaration of Julian Hammond, filed herewith. The motion,
4 having been fully considered by the Court, and it appearing to the Court, upon preliminary examination,
5 that the settlement set forth herein is within the range of reasonableness, and that a hearing should and
6 will be held after notice to the Class to confirm that the Settlement Agreement therein is fair, adequate
7 and reasonable, and to determine whether a judgment should be entered in this action thereon:

8 **IT IS HEREBY ORDERED THAT:**

9 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement,
10 and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

11 2. This Court preliminarily approves the Settlement Agreement and finds that it is within the
12 range of reasonableness as to the Class and Defendant, and is the product of good faith, arm's length
13 negotiations between the parties.

14 3. This Court certifies two provisional classes for the purposes of this settlement defined as:
15 (1) "Sales Class": all persons who were employed by Defendant in California as Sales Representatives
16 or in a similar capacity at any time during the Class Period, which is the period of time from March 16,
17 2020 through to the preliminary approval date; and (2) "Expense Reimbursement Class": all persons who
18 were employed by Defendant in California and who were required to work remotely at any time during
19 the Class Period.

20 4. The Court finds that for the purposes of settlement, Plaintiffs have established in their
21 moving papers and supporting declarations all of the requirements for certification of a provisional
22 settlement class pursuant to California Rule of Court 3.769(d).

23 5. The Court appoints and designates CPT Group as Settlement Administrator. The Court
24 further preliminarily approves the payment of the settlement administration costs as provided in the
25 Settlement Agreement.

26 6. The Court appoints and designates Plaintiffs as the Class Representatives, and the law
27 firm HammondLaw, P.C. as Class Counsel.
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1 7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
2 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has reviewed
3 the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary
4 basis, that the Settlement is fair, adequate and reasonable as to all Class Members when balanced against
5 the potential outcomes of further litigation relating to liability and damages issues. The Court also finds,
6 on a preliminary basis, that the PAGA penalties allocation is fair, adequate and reasonable as to all
7 Aggrieved Employees and the State of California. The Court further finds that the Settlement has been
8 reached as the result of serious and non-collusive, arms-length negotiations by Defendant and Plaintiffs.

9 8. Notice shall be provided to the Class Members in the following manner: Within 20
10 calendar days of this Order, Defendant shall provide the Class Data List to the Settlement Administrator.
11 Within 30 calendar days of this Order, the Settlement Administrator will send the Class Notice attached
12 as Exhibit A to the Settlement Agreement ("Class Notice") and as **Exhibit 1** hereto, to the Class via U.S.
13 First Class Mail.

14 9. Class Members will have forty-five (45) calendar days from the date of the first mailing
15 to submit requests for exclusion, and/or objections. Unless a Class Member submits a valid and timely
16 Request for Exclusion as provided in the Settlement Agreement, he/she will automatically become a
17 Settlement Class Member. Class Members who wish to be excluded from the settlement must do so in
18 writing and must include the Class Member's full name, signature, address and last four digits of his or
19 her social security number, name and case number, and a clear statement that he or she seeks to be
20 excluded from the Settlement. Class Members who wish to object to the settlement may do so in writing
21 and must include the Class Member's full name, address, last four digits of his or her social security
22 number, the case name and number, and a clear statement of the basis for his or her objection. All
23 exclusion and objections must be mailed to the Settlement Administrator and postmarked no later than
24 the Response Deadline. Any class member may object in person at the hearing whether or not they have
25 filed a written objection.

26 10. Class Members will have the right to challenge only the number of pay periods as shown
27 on the Notice. Class Members who wish to dispute the number of pay periods must do so in writing and
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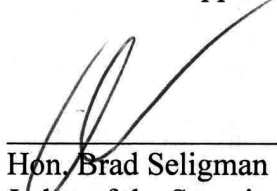
1 must include the Class Member's full name, address, signature, and last four digits of his or her Social
2 Security number; and any facts supporting the Class Member's dispute, along with any supporting
3 materials confirming that the paychecks attributed to him or her are incorrect. Challenges to the number
4 of pay periods must be mailed to the Settlement Administrator and postmarked no later than the Response
5 Deadline. Challenges shall be resolved without hearing by the Settlement Administrator, who will make
6 a decision based on Defendant's records and any document or information presented by the Class
7 Member making the challenge, Class Counsel, or Defendant's Counsel. The Settlement Administrator's
8 determination shall be final and binding.

9 11. Upon Final Approval, Class Members who do not opt out of the Settlement will release
10 all claims that were alleged or that could have been alleged based on the facts of Plaintiffs' operative
11 complaint as defined in the Settlement Agreement. Aggrieved Employees have no ability to opt-out of
12 the PAGA portion of the settlement.

13 12. The Final Approval Hearing shall be held on 6/27/2023 at 3 pm to determine whether the
14 Settlement Agreement is fair, adequate, reasonable, and should be approved.

15 **IT IS SO ORDERED.**

16 Dated: 3/1/23

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19 Hon. Brad Seligman
20 Judge of the Superior Court
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