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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JAMIE JAMES and SPENCER JOHNSTON,
individually and in their respective capacity,

Plaintiffs,

vs.

J.J. KELLER & ASSOCIATES, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. 21STCV10996

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

Date: August 3, 2022
Time: 10:00 a.m.
Dept.: 7

1 This matter came on regularly for hearing before this Court on August 3, 2022, at 10:00 a.m.
2 Having considered the Parties' Joint Stipulation of Class and PAGA Settlement and Release Between
3 Plaintiffs and Defendant ("Settlement"), the Court hereby makes a final ruling that the PAGA settlement
4 is approved pursuant to Labor Code § 2699. Good cause appearing therefore, the Court hereby GRANTS
5 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court hereby preliminary approves the Class Action Settlement Agreement
8 ("Agreement") attached as Exhibit 1 to the Declaration of Robert Ottinger in Support of Plaintiffs'
9 Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
10 determination that the terms within the Agreement are within the range of possible final approval,
11 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and Rule 3.769 of
12 the California Rules of Court.

13 2. This Order incorporates by reference the definitions in the Agreement, and all terms
14 defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. It appears to the Court on a preliminary basis that the Gross Settlement Amount of
16 \$357,500 and the terms of the Settlement are fair, adequate and reasonable as to all potential
17 Settlement Class Members when balanced against the probable outcome of further litigation relating
18 to certification, liability and damages issues. It further appears that investigation and research have
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
20 positions. It further appears to the Court that settlement at this time will avoid substantial additional
21 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
22 prosecution of this Action. It further appears that the Settlement has been reached as the result of
23 intensive, serious and non-collusive, arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
26 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
27 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
28 when balanced against the probable outcome of further litigation relating to certification, liability, and

1 damages issues.

2 5. The Court recognizes that Plaintiffs and Defendant agree to certification of a class for
3 settlement purposes only. This will not be deemed admissible in this or any other proceeding should
4 this Settlement not become final. For settlement purposes only, the Court conditionally certifies the
5 following Class: “all employees employed by Defendant in the role of ‘Driver Trainer’ and classified
6 as exempt during the Settlement Class Period, excluding the employees who worked for Defendant in
7 that role during that period and previously signed individual settlement agreements with Defendant,”
8 with the Settlement Class Period defined as: “March 19, 2017 through the date of [this] Preliminary
9 Approval Order.”

10 6. The Court concludes that, for settlement purposes only, the Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
12 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
13 (b) common questions of law and fact predominate, and there is a well-defined community of interest
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of
15 the named plaintiffs are typical of the claims of the members of the Class; (d) the Class Representatives
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior
17 to other available methods for the efficient adjudication of this controversy; (f) counsel for the Class
18 is qualified to act as counsel for the Class.

19 7. The Court approves the PAGA settlement – including the “PAGA Released Claims” as
20 defined in the Settlement – pursuant to Labor Code § 2699 for all PAGA Group Members, or “all
21 employees employed by Defendant in the role of ‘Driver Trainer’ and classified as exempt during the
22 PAGA period, regardless of whether those employees previously signed individual settlement
23 agreements with Defendant,” with the PAGA Period defined as “the period from March 1, 2020 through
24 the date of [this] Preliminary Approval Order.”

25 8. The Court provisionally appoints Plaintiffs as the Class Representatives for the Class.

26 9. The Court provisionally appoints The Ottinger Firm, P.C. as class counsel for the Class
27 (“Class Counsel”).

28 10. The Court hereby approves, as to form and content, the Notice of Class Action

1 Settlement and Release of Claims attached to the Settlement as **Exhibit A** and the opt out form attached
2 to the Settlement as **Exhibit B**.

3 11. Settlement Class Members may submit written objections by following the instructions
4 that are set forth in the Class Notice. Alternatively, Settlement Class Members shall be entitled to be
5 heard at the final approval hearing (whether individually or through separate counsel) or to orally
6 object to the Settlement at the final approval hearing. Settlement Class Members who fail to submit
7 written objections or fail to make oral objections at the final approval hearing shall be deemed to have
8 waived any objections to the Settlement.

9 12. The Settlement is not a concession or admission and shall not be used against
10 Defendants as an admission or indication with respect to any claim of any fault or omission by
11 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed
14 to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a
15 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,
16 omission, concession or damage.

17 13. In the event the Settlement does not become effective in accordance with the terms of
18 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
19 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
20 shall revert to their respective positions as of before entering into the Agreement.

21 14. The Court reserves the right to adjourn or continue the date of the final approval hearing
22 and all dates provided for the Agreement without further notice to Class Members, and retains
23 jurisdiction to consider all further applications arising out of or connected with the proposed
24 Settlement.

25 15. The final approval hearing will be held on _____, in Department _____
26 of the Superior Court of Los Angeles County.

1 **IT IS SO ORDERED.**

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3 Dated: _____

4 HONORABLE JUDGE OF THE
5 LOS ANGELES COUNTY SUPERIOR COURT
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