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Attorneys for Plaintiff and the Proposed Class

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

SHELTON HARPER, an individual, on  
behalf of himself and others similarly situated

PLAINTIFF,

v.

SAN MAR PROPERTIES, INC.; and DOES  
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21CECG03563

[Case Assigned for All Purposes to Hon.  
Jonathan Skiles in Dept. 403]

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

Date: April 25, 2023

Time: 3:30 P.M.

Dept.: 403

Complaint Filed: December 2, 2021

FAC Filed: February 7, 2022

Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement  
2 Agreement and Class Notice (“Agreement”), a copy of which is attached as to Plaintiff’s Motion  
3 for Preliminary Approval of Class Action Settlement as Exhibit “1”, came before this Court on  
4 April 25, 2023. The Court, having considered the papers submitted in support of the motion of the  
5 parties, **HEREBY ORDERS THE FOLLOWING:**

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

11 2. Class” means all non-exempt employees who are employed or have been  
12 employed by SAN MAR PROPERTIES, INC., in the State of California who worked one or more  
13 pay periods during the Covered Period.

14 3. The “Covered Period” is December 2, 2017 to May 31, 2022.

15 4. “Aggrieved Employee” or “PAGA Member” means all non-exempt employees  
16 who are employed or have been employed by SAN MAR PROPERTIES, INC., in the State of  
17 California who worked one or more pay periods during the PAGA Period.

18 5. The “PAGA Period” means the period from December 2, 2020 to May 31, 2022.

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

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

- 24 A. The Class, which consists of approximately 198 persons, is so numerous  
25 that joinder of all members is impracticable;  
26 B. There appear to be questions of law or fact common to the Class for  
27 purposes of determining whether this Settlement should be approved;  
28 C. Plaintiff’s claims appear to be typical of the claims being resolved through  
the proposed settlement;

1 D. Plaintiff appears to be capable of fairly and adequately protecting the  
interests of the Class Members in connection with the proposed settlement;

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

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 Exhibits A (Class Notice).

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

11 10. The Court approves the procedure for Class Members to become Participating Class  
12 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 to  
14 the Class Members in accordance with the Implementation Schedule set forth below. The Court  
15 finds that the dates selected for the mailing and distribution of the Notice, as set forth in the  
16 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 as Class Counsel.

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

22 14. The Court approves ILYM Group, Inc. as the Administrator.

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

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

|    |    |                      |       |
|----|----|----------------------|-------|
| 27 | a. | Preliminary Approval | _____ |
|----|----|----------------------|-------|

|    |                                                                                  |                                                                          |
|----|----------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| b. | Deadline for Defendant to Provide Class Data to Administrator                    | 15 business 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 | To be determined by the Court<br>_____                                   |
| g. | Deadline for Class Counsel to file Motion for Class Counsel Award                | To be determined by the Court<br>_____                                   |
| h. | Final Approval Hearing                                                           | To be determined by the Court<br>_____                                   |

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 Agreement, does not occur for any reason, the 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 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 Agreement are hereby stayed.

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

3  
4 **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 March 27, 2023, 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:

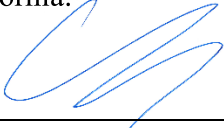
|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUTTON HAGUE LAW CORPORATION, P.C.</b><br>S. Brett Sutton<br>brett@suttonhague.com<br>Jared Hague<br>jared@suttonhague.com<br>Jonathan W. Black<br>jonathan@suttonhague.com<br>Brady Briggs<br>brady@suttonhague.com<br>5200 N. palm Ave., Ste 203<br>Fresno, CA 93704<br><br><i>Attorneys for Defendant</i> | <b>ABRAMSON LABOR GROUP</b><br>William Zev Abramson<br>Wza@abramsonlabor.com<br>3580 Wilshire Blvd., Ste 1260<br>Los Angeles, CA 90010-2513<br><br><i>Attorneys for Plaintiff</i> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

☐ **(BY MAIL):** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC MAIL TRANSMISSION):** 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/308>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 27, 2023, at Woodland Hills, California.

  
\_\_\_\_\_  
Michelle Tanzer