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17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF ALAMEDA**

20 NHYELA WASHINGTON, individually and  
21 on behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 PREDICINE, INC., a Delaware Corporation;  
25 and DOES 1-50, inclusive,

26 Defendant.

CASE NO.: 21CV003730  
Judge: Hon. Brad Seligman  
Dept: 23

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

Date: February 27, 2024  
Time: 3:00 p.m.  
Dept.: 23

**ORDER**

This matter came on for hearing on February 27, 2024 at 3:00 p.m. in Department 23 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Stipulation of Class Action and PAGA Settlement (hereinafter “Settlement Agreement”).

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

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1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE  
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in  
4 the action entitled *Nhyela Washington V. Predicine, INC.*, Case No. 21CV003730 (the "Lawsuit") and  
5 all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

6 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on  
7 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of  
8 reasonableness of a settlement which could ultimately be given final approval by this Court. The  
9 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant  
10 to Section 382 of the California Code of Civil Procedure.

11 The Court notes that Defendant has agreed to a non-reversionary GSA of \$95,000.00. The  
12 GSA includes without limitation any and all payments Defendant may be responsible for under the  
13 Settlement, including any Attorneys' Fees and Costs to Class Counsel, Class Representative  
14 Enhancement Award, the Class Member Payments, the PAGA Payment (which includes payment  
15 to the LWDA), Settlement Administration Costs, and all payroll taxes (excluding employer-side  
16 payroll taxes) due and owing as a result of the Settlement.

17 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes  
18 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff  
19 acting as the Class Representative.

20 The Court hereby appoints, for settlement purposes, Plaintiff NHYELA WASHINGTON as  
21 the Class Representative and finds Plaintiff is an adequate representative for the Settlement Class  
22 for settlement purposes. The Court further finds that James Hawkins APLC has preliminarily  
23 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

24 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

25 The Court finds that the proposed manner of class notice is adequate.

26 The Court approves Apex Class Action Settlement Administrators, to serve as the Settlement  
27 Administrator.

28 The Court further hereby approves, as to form and content, the proposed Notice of Class

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1 Action Settlement and Orders the notice to be mailed to the Settlement Class.

2       The Court finds that the Notice of Class Action Settlement constitutes the best notice  
3 practicable under the circumstances, is in full compliance with the laws of the State of California  
4 and, to the extent applicable, the United States Constitution and the requirements of due process.  
5 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members  
6 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be  
7 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to  
8 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the  
9 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to  
10 each Settlement Class Member; each Settlement Class Member's right to participate, submit an  
11 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for  
12 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes  
13 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing  
14 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;  
15 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file  
16 documentation in support of or in opposition to and appear in connection with said hearing.

17       ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES  
18 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the  
19 last known address of the Settlement Class, as specifically described within the Settlement  
20 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights  
21 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

22       No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant  
23 shall provide the Class Data to the Settlement Administrator. The Settlement Administrator shall  
24 maintain the Class Data, and all data contained within the Class Data, as private and confidential  
25 and shall not disclose such data to any persons or entities, unless otherwise required by law. The  
26 information in the Class Data is being supplied solely for purposes of the administration of the  
27 settlement and cannot be used by the Settlement Administrator or any agent or representative of  
28 the Settlement Administrator for any other purpose. Upon receipt of the Class Data, the Settlement

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1 Administrator shall check with the U.S. Postal Service National Change of Address Database and  
2 update any addresses for the Settlement Class Members.

3 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement  
4 Administrator's receipt of the Class Data from Defendant, the Settlement Administrator will mail  
5 copies of the Class Notice via regular First-Class U.S. Mail and follow the procedures set forth in  
6 the Settlement Agreement.

7 IT IS FURTHER ORDERED If any Notice of Settlement is returned to the Settlement  
8 Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that  
9 Settlement Class Member's social security number in an effort to attempt to ascertain the current  
10 address of the Settlement Class Member. If such an address(es) is ascertained, the Settlement  
11 Administrator shall re-mail the Notice of Settlement within ten (10) calendar days. If alternative  
12 addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the  
13 Notice of Settlement to up to two (2) alternative addresses.

14 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator  
15 concerning the administration of the Settlement will be resolved by the Court under the laws of the  
16 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer  
17 in good faith to attempt to resolve the dispute without involving the Court.

18 IT IS FURTHER ORDERED Settlement Class Members, except for the Class  
19 Representative, will have until the Response Deadline within which to opt out of the class portion  
20 of this Settlement; however, exercising this option has no effect on the PAGA portion of this  
21 settlement, PAGA Members will be mailed an Individual PAGA Payment and be bound by the  
22 release of the Released PAGA Claims regardless of whether they opt out of the class settlement.  
23 Settlement Class Members who want to opt out must timely submit a signed and dated written  
24 request to be excluded from the class portion of the Settlement to the Settlement Administrator  
25 ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response  
26 Deadline, include the case name and number, the Settlement Class Member's name, address, must  
27 be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class  
28 Member's election to be excluded from the class Settlement.

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1 Settlement Class Members who do not timely submit an executed Opt-Out Request shall be  
2 deemed a Participating Class Member and bound by this Settlement including the Participating Class  
3 Member Release. Settlement Class Members who timely submit an executed Opt-Out Request will  
4 not be bound by the Participating Class Member Release and will not receive an Individual  
5 Settlement Payment. The Notice of Settlement shall advise Settlement Class Members of their  
6 ability to opt-out of the class portion of the Settlement and of the consequences thereof, and further  
7 inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of their  
8 counsel will solicit, encourage, counsel or advise any Settlement Class Member to submit an Opt-  
9 Out Request.

10 If a Settlement Class Member submits both an Opt-Out Request and an Objection within the  
11 Response Deadline, then the Opt-Out Request will be deemed valid and the Objection invalid and  
12 the individual will not be deemed a Participating Class Member.

13 IT IS FURTHER ORDERED that Participating Class Members, except for the Class  
14 Representative, may object to the Settlement in person at the Final Approval Hearing and/or in  
15 writing. Participating Class Members, except for the Class Representative, will have until the  
16 Response Deadline to mail to the Settlement Administrator a written objection to the Settlement  
17 and/or a notice of intent to appear at the Final Approval Hearing. Only Settlement Class Members  
18 who have not filed an Opt-Out Request (i.e., Participating Class Members) may object to the  
19 Settlement. The written objection should state the Participating Class Member's name and address  
20 and describe the reason(s) why the Participating Class Member objects to the Settlement and  
21 include or attach any documents upon which the objection is based. The Parties and their counsel  
22 will not solicit, encourage, counsel or advise any individual to object to the Settlement.

23 No PAGA Aggrieved Employee may opt out or otherwise be excluded from the PAGA  
24 Payment, as no such right exists under the law.

25 Any individual in the Settlement Class who fails to file and serve timely written objections  
26 in the manner specified above shall remain Settlement Class Members and shall be deemed to  
27 have waived any objections and shall be foreclosed from making any objection (whether by appeal  
28 or otherwise) to the Settlement.

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1 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on  
2 \_\_\_\_\_ at \_\_\_\_\_. before the Honorable Brad Seligman in Department 23. At the  
3 Final Approval hearing, the Court will determine whether the Settlement should be finally approved  
4 as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any  
5 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the  
6 amount properly payable for (i) the Attorneys' Fees and Costs, (ii) the Class Representative  
7 Enhancement Award, (iii) the Settlement Administrator Costs, (iv) Class Member Payments; and  
8 (v) the PAGA Payments.

9 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting  
10 Final Approval and application for attorneys' fees and costs and the class representative  
11 Enhancement Award shall be filed with this Court No later than thirty (30) calendar days before the  
12 Final Approval Hearing.

13 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an  
14 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason  
15 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this  
16 Order and all evidence and proceedings had in connection therewith shall be without prejudice to  
17 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement  
18 Agreement.

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

21 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval  
22 Hearing from time to time without further notice to the Class.

23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Honorable Brad Seligman  
JUDGE OF THE SUPERIOR COURT