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Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

MAYRA MORALES, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV000095

[Case Assigned for All Purposes to Hon.
Cynthia P. Smith in Dept. A]

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

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
Declaration of Liane Katzenstein Ly]*

Date: December 6, 2022
Time: 8:30 AM
Room: A

Complaint Filed: January 27, 2022
FAC Filed: April 4, 2022
Trial Date: None Set

1 The Motion for Preliminary Approval of the Stipulation for Settlement of Class and
2 Representative Action (“Agreement” or “Settlement Agreement”), a copy of which is attached as
3 to the Declaration of Liane Katzenstein Ly as Exhibit “A”, came before this Court on December
4 6, 2022. 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 upon
7 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 Member(s)” means all non-exempt employees who are employed or have
12 been employed by Defendant in the State of California who worked one or more pay periods from
13 August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the
14 settlement, whichever comes first.

15 3. The “Class Period” is August 2, 2017 through December 15, 2022, or the date the
16 Court grants preliminary approval of the settlement, whichever comes first.

17 4. “PAGA Group Member” means all non-exempt employees who are employed or
18 have been employed by Defendant in the State of California who worked one or more pay periods
19 from February 1, 2021 to December 15, 2022, or the date the Court grants preliminary approval of
20 the settlement, whichever comes first.

21 5. The “PAGA Period” means the period from February 1, 2021 through December
22 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes
23 first.

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

27 7. The Court makes the following preliminary findings for settlement purposes
28 only:

- A. The Class Members, which consist of approximately 76 persons, is so numerous that joinder of all members is impracticable;
- B. There appear to be questions of law or fact common to the Class Members for purposes of determining whether this Settlement should be approved;
- C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;
- D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed settlement;
- E. Common questions of law and fact appear to predominate over questions affecting only the Class Members. Accordingly, the Class Members appear to be sufficiently cohesive to warrant settlement by representation; and
- F. Certification of the class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class Members.

8. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Agreement as Exhibit "1" (Class Notice).

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

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

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

12. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

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

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

15. The Court orders that pursuant to the California Private Attorneys General Act,

Labor Code §§ 2698, *et seq.* (“PAGA”), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

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

a.	Preliminary Approval	To be determined by the Court _____
b.	Deadline for Defendant to Provide Class List to Administrator	14 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	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

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

1 of the Parties to the litigation, as more specifically set forth in the Agreement.

2 16. IT IS FURTHER ORDERED that, pending further Order of this Court, all
3 proceedings in this matter except those contemplated herein and in the Agreement are hereby
4 stayed.

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

7
8 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On November 9, 2022, I served all interested parties in this action the following
8 documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY**
9 **APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed
10 in a sealed envelope addressed as follows:

11 William Zev Abramson, Esq.
12 **ABRAMSON LABOR GROUP**
13 3580 Wilshire Blvd., Ste 1260
14 Los Angeles, CA 90010-2513
15 wza@abramsonlabor.com

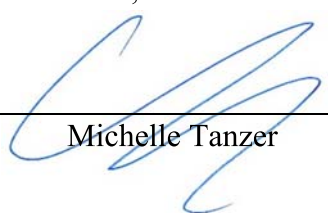
16 Andrew M. McNaught, Esq.
17 Robin E. Devaux, Esq.
18 **SEYFARTH SHAW LLP**
19 560 Mission Street., Ste 3100
20 San Francisco, CA 94105-2930
21 amcnaught@seyfarth.com
22 rdevaux@seyfarth.com

23 [XX] **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be
24 electronically filed using the Labor and Workforce Development Agency Electronic Filing
25 ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic
26 means by transmittal of the documents referenced herein on the EF System.

27 [XX] **(BY ELECTRONIC MAIL TRANSMISSION):** I caused the document to be send to the
28 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 above 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 November 9, 2022, at Encino, California.



Michelle Tanzer