

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, CA 90071
6 (213) 488-6555
7 (213) 488-6554 facsimile

8 Kelsey Webber
9 Kelsey.Webber@WebberLawGroup.com
10 Shaelyn A. Stewart
11 Shaelyn.Stewart@webberlawgroup.com
12 **WEBBER & EGBERT EMPLOYMENT LAW, P.C.**
13 1610 R. Street, Suite 300
14 Sacramento, California 95811
15 Telephone: (916) 588-0683

16 Attorneys for Plaintiff and the Class

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SONOMA**

19 THALIA MARAVILLA, as an individual
20 and on behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 LCS COMMUNITY EMPLOYMENT
24 LLC, an Iowa limited liability company;
25 and DOES 1 through 50, inclusive,

26 Defendants.

Case No.: SCV-270452

27 **[PROPOSED] ORDER GRANTING**
28 **PLAINTIFF'S MOTION FOR**
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: ~~FBD~~ **November 15, 2024**

Time: 3:00 p.m.

Dept.: 17

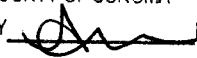
Complaint Filed: March 23, 2022

Trial Date: None

FILED

NOV 15 2024

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA

BY  DEPUTY CLERK

1 Plaintiff Thalia Maravilla's ("Plaintiff") Motion for Preliminary Approval of Class and
2 Representative Action Settlement was filed with the Court on October 1, 2024, and a hearing
3 was held before this Court on November 15, 2024. Plaintiff and Defendant LCS Community
4 Employment LLC ("Defendant") appeared through their respective counsel of record.

5 The Court has considered the Joint Stipulation of Class and Representative Action
6 Settlement ("Agreement" or "Settlement Agreement") and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiff and Defendant (the "Parties") filed herewith. The Settlement Agreement appears to be
10 fair, adequate, and reasonable to the Class.

11 2. The Parties, through their counsel of record in the Action, have reached an
12 agreement to settle all claims in the Action on behalf of the Class (as defined below and in the
13 Settlement Agreement) as a whole.

14 3. The Court hereby conditionally certifies the following class for settlement
15 purposes only: (1) all current and former non-exempt employees of Defendant who worked at
16 least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 2,
17 2020 through April 16, 2023 ("Arbol Sub-Class"); (2) all current and former non-exempt
18 employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at
19 any time from March 5, 2020 through March 3, 2023 ("Forum Sub-Class"); and (3) all current
20 and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw
21 Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023
22 ("Moldaw Sub-Class") (collectively, the "Class" or "Class Members").

23 4. Should for whatever reason the Settlement Agreement not become final, the fact
24 that the Parties were willing to stipulate to certification of a class as part of the Settlement
25 Agreement shall have no bearing on, or be admissible in connection with, the Action or the
26 issue of whether a class should be certified in a non-settlement context.

27 5. The Court appoints and designates: (a) Plaintiff Thalia Maravilla as the Class
28 Representative; and (b) Larry W. Lee, Kristen M. Agnew and Max Gavron of Diversity Law

1 Group, P.C., and Kelsey Webber and Shaelyn Stewart of Webber & Egbert Employment Law,
2 P.C., as Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to
3 all acts or consents required by, or which may be given, pursuant to the Settlement Agreement,
4 and such other acts reasonably necessary to finalize the Settlement Agreement and its terms.
5 Any Class Member may enter an appearance through his or her own counsel at such Class
6 Member's own expense. Any Class Member who does not enter an appearance or appear on his
7 or her own behalf will be represented by Class Counsel.

8 6. The Court hereby approves the terms and conditions provided for in the
9 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
10 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
11 subject only to any objections that may be raised at the final fairness hearing and final approval
12 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
13 and reasonable as to all potential Class Members when balanced against the probable outcome
14 of further litigation relating to liability and damages issues. It also appears that investigation,
15 research, and court proceedings have been conducted so that counsel for the Parties are able to
16 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
17 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
18 would be presented by the further prosecution of the Action. It also appears that settlement has
19 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

20 7. A Final Fairness and Final Approval Hearing on the question of whether the
21 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,
22 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
23 Representative's Enhancement Payment should be finally approved as fair, reasonable, and
24 adequate as to the members of the Class is hereby set for March 12, 2025 at
25 3:00 p.m. in this Court.

26 8. The Court hereby approves, as to form and content, the Notice of Class Action
27 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
28 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members

1 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
2 the requirements of due process and shall constitute due and sufficient notice to all parties
3 entitled thereto.

4 9. The Court appoints and designates CPT Group as the Settlement Administrator.
5 The Court hereby directs the Settlement Administrator to provide the approved Class Notice to
6 Class Members using the procedures set forth in the Settlement Agreement.

7 10. Any Class Member may choose to opt out of and be excluded from the
8 settlement as provided in the Settlement Agreement and Class Notice and by following the
9 instructions to request exclusion. Provided, however, that no Class Member may opt out of or
10 be excluded from participating in the settlement of the released PAGA claims.

11 11. Any person who timely and properly opts out of the settlement will not be bound
12 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt-
13 out request must be in writing and signed by each such Class Member opting out and must
14 otherwise comply with the requirements delineated in the Class Notice. Class Members who
15 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
16 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
17 Judgment.

18 12. Any Class Member may object to the Settlement Agreement or express his or her
19 views regarding the Settlement Agreement, and may present evidence and file briefs or other
20 papers that may be proper and relevant to the issues to be heard and determined by the Court as
21 provided in the Class Notice.

22 13. The Motion for Final Approval shall be filed by the Class Representative no later
23 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

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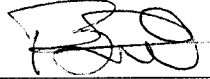
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1 14. The Court reserves the right to adjourn or continue the date of the Final Fairness
2 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
3 further notice to the Class, and retains jurisdiction to consider all further applications arising out
4 of or connected with the Class Settlement Agreement.

5 IT IS SO ORDERED.

6 DATED: November 15, 2024



HONORABLE BRADFORD DEMEO
SUPERIOR COURT OF CALIFORNIA