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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

PAMELA LAPLANTE, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

THE FLOOR STORE, INC., a California
corporation; and DOES 1 TO 50,

Defendants.

Case Number: 22CV397281

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: May 10, 2023

Hearing Time: 1:30 p.m.

Dept.: 19

Judge: Hon. Theodore C. Zayner

Complaint Filed: April 25, 2022

FAC Filed: January 17, 2023

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement came before
2 this Court on May 10, 2023, in Department 19, the Honorable Theodore C. Zayner presiding. The
3 Court having considered the papers submitted in support of the application of the Parties, HEREBY
4 ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement
7 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in Support of Plaintiff's
8 Motion for Preliminary Approval of Class Action Settlement. All terms used herein shall have the
9 same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement
10 Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily
11 approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$1,000,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of
14 **\$7,500.00**;
- 15 c. Court approval of attorneys' fees to Class Counsel of up to **\$333,333.33**,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**;
- 19 f. A PAGA allocation of \$100,000.00, with **\$75,000.00** (*i.e.*, 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the
21 PAGA penalties.

22 2. The Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
24 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
25 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
26 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class
27 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
28

1 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

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

7 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
8 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
9 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
10 time set forth in the Implementation Schedule.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement and Hearing Date for Court Approval ("Class Notice"), in substantially the form attached
13 to the Settlement Agreement herein as **Exhibit 1**. The Court approves, as to form and content, the
14 Class Action Settlement Chare Form ("Share Form"), in substantially the form attached to the
15 Settlement Agreement herein as **Exhibit 3**. The Court approves the procedure for Class Members to
16 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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

22 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
23 only.

24 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
25 defined as follows: *All individuals who are or were employed by Defendants as salespersons and/or*
26 *design consultants, or similar positions, in California during the Class Period.* The Class Period is
27 defined as April 25, 2018 through the date of preliminary approval of the settlement.
28

1 9. All Settlement Class members who do not timely opt out will release those claims
2 arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA,
3 which arose during the Class Period, including claims for: **(1)** failure to pay minimum wage for all
4 hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order;
5 **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and
6 the Applicable Wage Order; **(3)** failure to provide compliant rest periods and pay missed rest break
7 premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(4)** failure to
8 provide compliant meal periods and pay missed meal period premiums in violation of Labor Code
9 sections 226.7 and 512, and the Applicable Wage Order; **(5)** failure to maintain accurate employment
10 records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in
11 violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in
12 violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage
13 statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise
14 unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law
15 (Bus. & Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to
16 PAGA (Lab. Code, §§ 2698–2699.6); and **(11)** all claims for liquidated damages, penalties, interest,
17 fees, costs based on the foregoing.

18 10. The Court confirms Plaintiff Pamela LaPlante as Class Representative, and Jonathan
19 Melmed, Laura Supanich, Anne Kramer, and Maria Burciaga of Melmed Law Group P.C. as Class
20 Counsel.

21 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

22 12. To facilitate administration of the Settlement pending final approval, the Court hereby
23 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or admirative
24 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
25 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
26 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
27 and the time for filing claims with the Settlement Administrator has elapsed.

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

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to Submit Any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to File Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to File Motion for Final Approval of Settlement, Including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after August 1, 2023)	October 25, 2023 at 1:30 pm in Department 19

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: June 12, 2023



Judge of the Superior Court, County of Santa Clara
Hon. Theodore C. Zayner

Approved as to Form:



Jonathan Melmed, Esq.
Counsel for Plaintiff

Pursuant to Rule of Court 3.1312 and Local Rule 20.2.5, Plaintiff provided a copy of this Amended Proposed Order to Defendant's counsel Jason Allen by email on May 25, 2023. Defendant's counsel responded by email on June 5, 2023 that they have approved the Amended Proposed Order.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, June 8, 2023, I served the foregoing document(s) described as:

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

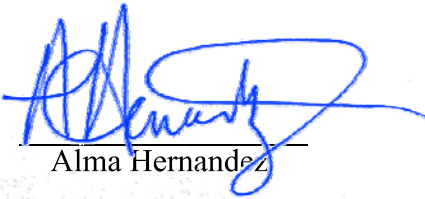
By causing a true copy thereof to be served on the following parties and/or individuals:

KESSENICK GAMMA LLP
Jason M. Allen
jallen@kessenick.com
Sarah Nguyen
snguyen@kessenick.com
1 Post Street, Suite 2500
San Francisco, California 94104

[XX]BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused sue document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 8, 2023, in Los Angeles, California.


Alma Hernandez