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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10
11 JEANNE BECKMAN on behalf of herself,
12 all others similarly situated, and on behalf
of the general public,

13 Plaintiff,

14 vs.

15 BRASWELL LEISURE MANOR LTD. A
16 CALIFORNIA LIMITED
PARTNERSHIP; and DOES 1-100,

17 Defendants.
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Case No.: CIVSB2209750

*[Assigned for All Purposes to the
Honorable Jessica Morgan, Dept. S-26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF JEANNE BECKMAN'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: July 30, 2024
Time: 8:30 a.m.

Complaint Filed: May 11, 2022
Trial Date: Not Set Yet

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1 4. Plaintiff does not have any conflicts that would preclude her from serving as Class
2 Representative, and her appointment comports with the requirements of due process.

3 5. Class Counsel does not have any conflicts that would preclude them from acting as
4 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
5 requirements of due process.

6 6. The notice of proposed class action settlement attached as Exhibit A to the Agreement
7 complies with due process because the notice of proposed class action settlement is reasonably
8 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
9 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
10 exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for class
11 notice and settlement administration is the best notice practicable under the circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary
14 approval, HEREBY ORDERS THE FOLLOWING:

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair,
16 just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All
18 current and former non-exempt employees of Defendant within the State of California who worked
19 for Defendant at any time commencing four (4) year preceding the filing of Plaintiff's initial
20 Complaint (i.e., May 11, 2018) through the date the Court grants preliminary approval.

21 3. The Agreement provides for the following release as to Participating Class Members,¹
22 which is hereby approved conditionally: The Released Class Claims include, for the entire Class
23 Period, any and all claims, debts, liabilities, demands, actions, or causes of action that were either
24 alleged, or that reasonably could have been alleged based on the factual allegations contained in the
25 Lawsuit, including, but not limited to, claims pursuant to Labor Code sections, 201, 201.5, 202, 203,

26
27 ¹ Participating Class Members are all Class Members who do not submit a valid and timely request
28 to exclude themselves from this Settlement.

205.5, 218, 218.5, 222, 223, 224, 226(a), 226.3, 226.7, 510, 512, 1174, *et seq.*, 1194, 1194.2, 1197, 2699, *et seq.*, and the Industrial Welfare Commission Wage Orders, and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement penalties, wages for unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys' fees, and/or costs and all claims under the Unfair Competition Law, Business & Professions Code section 17200, *et seq.*, and/or which are alleged in the Lawsuit within the Class Period.

4. The settlement also encompasses PAGA Aggrieved Employees defined as: All current and former non-exempt employees of Defendant within the State of California who worked for Defendant at any time commencing one (1) year preceding the filing of Plaintiff's First Amended Complaint through the date the Court grants preliminary approval.

5. The Agreement provides for the following release as to PAGA Aggrieved Employees, which is hereby approved conditionally: The Released PAGA Claims include, for the entire PAGA Period, any and all claims belonging to the State of California, the LWDA, and Plaintiff (as representative of the State of California, the LWDA, and the general public) under the California Private Attorney General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiff's PAGA Letter.

6. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiff Jeanne Beckman is conditionally approved as the Class Representative for the Class.

8. The proposed Class Representative Enhancement Payment of \$10,000 payable to Plaintiff Jeanne Beckman for her services as class representative is conditionally approved.

9. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to \$108,322 in attorneys' fees and up to \$20,000 in actual

costs payable to Class Counsel are conditionally approved.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department S26 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Simpluris as the Settlement Administrator.

13. The proposed payment of up to \$10,000 in costs to Simpluris for its services as the Settlement Administrator is conditionally approved.

14. The Court also hereby conditionally approves and orders payment from the Gross Settlement Fund of the PAGA Payment of \$25,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall become part of the Net Settlement Fund distributable to PAGA Group Members).

15. The Court approves, as to form and content, the notice of class action settlement in substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds 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.

16. To facilitate administration of the settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Agreement unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing valid Requests for Exclusion with the Settlement Administrator has elapsed. This provision shall not apply to claims not alleged in the Action.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	10 business days after entry of this Order
Deadline for Settlement Administrator to Mail the Class Notice to Class Members	10 business days after receipt of the Class and PAGA Data
Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Notice to Class Members
Deadline for Class Members to Postmark Objections to the Settlement	45 calendar days after mailing of Notice to Class Members
Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment	16 court days before Final Approval Hearing
Final Approval Hearing and Final Approval	_____, 2024, at _____

IT IS SO ORDERED.

Dated: _____, 2024

By _____
Honorable Jessica Morgan
Superior Court Judge