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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

11 **DFT, INC. WAGE AND HOUR
CASES**

12 Coordinated Actions:

13 ERIC BETANCES vs. DFT, INC. D/B/A
14 CANNON MANAGEMENT

15
16 ROXANA VALDEZ vs. DFT, INC.
17 D/B/A CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4882

Honorable John S. Wiley, Jr.
Department SSC9

Superior Court of California, County of Los
Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of San
Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

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

21 Date: June 13, 2018
22 Time: 10:00 a.m.
Department: 9

1 This matter has come before the Honorable John S. Wiley, Jr. in Department 9 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 13, 2018 at 10:00
3 a.m. with Lawyers *for* Justice, PC appearing as counsel for Plaintiffs Eric Betances and Roxana
4 Valdez ("Representative Plaintiffs," "Class Representatives," and/or "Plaintiffs"), individually and
5 on behalf of all others similarly situated and other aggrieved employees, and Jackson Lewis, P.C.,
6 appearing as counsel for Defendant DFT, Inc. d/b/a Cannon Management ("Defendant"). The Court,
7 having carefully considered the papers, argument of counsel, and all matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
9 Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "Exhibit 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
15 falls within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
18 Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the Action. It further appears that the Settlement has been reached as the
25 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
26 faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Enhancement Payments, PAGA Settlement
3 Amount, Settlement Administration Costs, and payments to the Settlement Class Members and
4 PAGA Class Members provided thereby, appear to be within the range of reasonableness of a
5 settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members are fair, adequate,
8 and reasonable when balanced against the probable outcome of further litigation relating to
9 certification, liability, and damages issues.

10 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
11 follows:

12 All hourly-paid or non-exempt individuals employed by Defendant within the State
13 of California during the period from October 6, 2010 to the date on which this Order
 is entered.

14 6. The Court provisionally appoints Lawyers *for* Justice, PC and Girardi & Keese as
15 Class Counsel.

16 7. The Court provisionally appoints Plaintiffs Eric Betances and Roxana Valdez as the
17 Class Representatives.

18 8. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") as
19 the Settlement Administrator.

20 9. The Court concludes that, for settlement purposes only, the Class meets the
21 requirements for certification under section 382 of the California Code of Civil Procedure in that:
22 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
23 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
24 community of interest amongst the members of the Class with respect to the subject matter of the
25 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the Plaintiffs
26 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
27 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
28 Counsel are qualified to act as counsel for the Plaintiffs in their individual capacity and as the

1 representatives of the Class.

2 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
3 the Settlement Administrator with the Class List, in conformity with the Settlement Agreement.

4 11. The Court approves, both as to form and content, the Notice of Class Action and
5 PAGA Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be
6 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds
7 that the Class Notice appears to fully and accurately inform the Class Members of all material
8 elements of the Settlement, of the Class Members' right and opportunity to be excluded from the
9 Settlement by submitting a Request for Exclusion, right and opportunity to submit a Workweek
10 Dispute, and right and opportunity to object to the Settlement by submitting a Notice of Objection.
11 The Court further finds that distribution of the Class Notice substantially in the manner and form set
12 forth in the Settlement and this Order, and that all other dates set forth in the Settlement and this
13 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
14 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
15 Notice by first class U.S. mail to all Class Members within forty-five (45) calendar days of the date
16 of this Order, pursuant to the terms set forth in the Settlement.

17 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
18 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
19 to be excluded from the Settlement by submitting a timely written Request for Exclusion to the
20 Settlement Administrator postmarked no later than forty-five (45) calendar days after the date on
21 which the Settlement Administrator initially mails the Class Notice to Class Members or, in the case
22 of a re-mailed Class Notice, fifteen (15) calendar days after the date on which the Class Notice is re-
23 mailed or the 45-day period, whichever is later ("Response Deadline"). Any such person who
24 chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under
25 the Settlement and will not be bound by the Settlement or have any right to object, appeal, or
26 comment thereon. Class Members who have not submitted a timely Request for Exclusion
27 ("Settlement Class Members") shall be bound by the Settlement Agreement and any final judgment
28 based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./ p.m. in Department 9 of the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for Attorneys' Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member must file a written Notice of Objection with the Court and mail a copy of it on the Settlement Administrator no later than the Response Deadline. The Notice of Objection must be signed and dated, and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

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1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the
5 Settlement Agreement.

6 18. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

By: _____

The Honorable John S. Wiley, Jr.
Judge of the Superior Court