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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

MAYRA RAMIREZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SHERWOOD MANAGEMENT CO.,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: BC609901

(Assigned to the Honorable Kenneth R. Freeman,
Department 310)

[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF
SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING

Date: November 2, 2017
Time: 2:30 P.M.
Dept.: 310

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Central Civil West
OCT 19 2017
By: V. Hillard

1 Plaintiff's application for an Order Granting Preliminary Approval of Class and Action
2 Settlement was filed with the Court on July 31, 2017, along with supplemental documents filed on
3 October 19, 2017, and a hearing was held before this Court on November 2, 2017. Appearing at
4 the hearing were Larry W. Lee of Diversity Law Group, P.C. as Class Counsel for the Class and
5 Kirstin Muller of Hirschfeld Kraemer, LLP for Defendant.

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

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement and the Settlement Class
10 based upon the terms set forth in the Amended Settlement Agreement between Plaintiff and
11 Defendant filed herewith. The Settlement appears to be fair, adequate and reasonable to the
12 Settlement Class;

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle all Released Claims
15 in the Amended Settlement Agreement, including all claims in the Litigation, on behalf of the
16 Settlement Class (as defined below and in the Amended Settlement Agreement) as a whole;

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 The Class: All current and former non-exempt California employees who were
20 employed by Defendant Sherwood Management Co., Inc. at any time between
21 February 10, 2012 through December 1, 2016. The Class is composed of
approximately 1,646 individuals.

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

26 4. The Court appoints and designates: (a) Plaintiff Mayra Ramirez as the Class
27 Representative and (b) Larry W. Lee of Diversity Law Group, P.C. and William Marder of Polaris
28 Law Group as Class Counsel for the Settlement Class. Class Counsel is authorized to act on behalf

of the Settlement Class with respect to all acts or consents required by, or which may be given, pursuant to the Amended Settlement Agreement, and such other acts reasonably necessary to finalize the Amended Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

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

6. Pursuant to the terms of the Amended Settlement Agreement, the Parties shall comply with the following schedule:

ITEM	DEADLINE
Delivery of Class Data to Settlement Administrator	Within 30 calendar days of this Order
Dissemination of Class Notice	Within 10 calendar days of the Settlement Administrator's receipt of the Class Data
Deadline for submission of Objections and opt-outs	Within 60 calendar days of the mailing of the class notice, or 15 days of remailing of the

	class notice, whichever is later
Hearing on Motion for Final Approval of Class Action Settlement, Attorneys' Fees/Costs, Class Representative Enhancement, and payment to the Labor Workforce & Development Agency	
Final Accounting/Distribution of Residual Funds	Approximately 180 days after the Order Granting Final Approval

7. The Court hereby approves, as to form and content, the Class Notice to be sent to Class Members, which is attached as Exhibit A to the Amended Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Amended Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

8. The Court appoints and designates Phoenix Settlement Administrators as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class Notice, to Class Members using the procedures set forth in the Amended Settlement Agreement.

9. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Amended Settlement Agreement and Class Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Amended Settlement Agreement or have any right to object, appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely Opt Out request, by the Opt Out deadline, shall be bound by all determinations of the Court, the Amended Settlement Agreement, and Judgment.

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

1 11. The Motion for Final Approval shall be filed by the Class Representative no later
2 than sixteen (16) court days before the Settlement Fairness Hearing.

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

7 IT IS SO ORDERED.

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9 DATED: _____

10 HON. KENNETH R. FREEMAN
11 SUPERIOR COURT OF CALIFORNIA
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(Code of Civil Procedure Sections 1013a, 2015.5)

Olympia Peña