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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)

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

Date: September 28, 2017
Time: 11:00 A.M.
Dept.: 310

1 Plaintiff's application for an Order Granting Preliminary Approval of Class and Action
2 Settlement was filed with the Court on ****, 2017, and a hearing was held before this Court on
3 September 28, 2017. Appearing at the hearing were Larry W. Lee of Diversity Law Group, P.C.
4 as Class Counsel for the Class and Kirstin Muller of Hirschfeld Kraemer, LLP for Defendant.

5 The Court has considered the Joint Stipulation of Class Action Settlement ("Settlement
6 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 and the Settlement Class
9 based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant
10 filed herewith. The Settlement appears to be fair, adequate and reasonable to the Settlement
11 Class;

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

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

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

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

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

1 be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
2 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
3 through his or her own counsel at such Class Member's own expense. Any Class Member who
4 does not enter an appearance or appear on his or her own behalf will be represented by Class
5 Counsel.

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

19 6. A final fairness hearing on the question of whether the proposed Settlement, the
20 allocation of payments to Settlement Class Members, attorneys' fees and costs to Class Counsel,
21 the payment to the Labor Workforce & Development Agency, and the Class Representative
22 Enhancement Award should be finally approved as fair, reasonable and adequate as to the
23 members of the Settlement Class is hereby set for _____, 2017 at _____ in
24 this Court.

25 7. The Court hereby approves, as to form and content, the Class Notice to be sent to
26 Class Members, which is attached as Exhibit A to the Settlement Agreement. The Court finds
27 that distribution of the Class Notice to Class Members substantially in the manner and form set
28 forth in the Settlement Agreement and this Order meets the requirements of due process and

1 shall constitute due and sufficient notice to all parties entitled thereto.

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

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

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

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

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

25 IT IS SO ORDERED.

26
27 DATED: _____

28 _____
HON. KENNETH R. FREEMAN
SUPERIOR COURT OF CALIFORNIA

(Code of Civil Procedure Sections 1013a, 2015.5)


Olympia Peña

(Code of Civil Procedure Sections 1013a, 2015.5)

PROOF OF SERVICE