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16 Attorneys for Plaintiff PAUL F. MAISNIER,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SACRAMENTO**

20 PAUL F. MAISNIER, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 NATIONAL VISION, INC. dba AMERICA'S
25 BEST CONTACTS AND EYEGLASSES; and
26 DOES 1-50, inclusive,

27 Defendant

Case No. 24CV018644
Judge: Hon. Jill H. Talley
Dept: 23

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing: March 14, 2025
Time: 9:00 AM
Dept: 23

Reservation Number: #A-18644-001

1 **ORDER**

2 This matter came on for hearing on March 14, 2025 at 9:00 AM in Department 23 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation Of Class, Collective, And Representative Action
5 Settlement (hereinafter “Settlement Agreement”).

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement, including the proposed Class Notice and FLSA Notice, and in
9 recognition of the Court's duty to make a preliminary determination as to the reasonableness of any
10 proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper
11 notice is provided to Settlement Class Members in accordance with due process requirements, and
12 to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith,
13 fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument
14 of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING**
15 **DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Fund Value (“GFV”) is fair and
17 reasonable to the Class Members when balanced against the probable outcome of further litigation
18 relating to class certification, the liability and damages issues involved, and the potential for appeals.
19 It further appears that sufficient investigation, research, and litigation has been conducted such that
20 counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further
21 appears that the Settlement at this time will avoid substantial costs, delay and risks that would be
22 presented by the further prosecution of the litigation. It further appears that the proposed Settlement
23 has been reached as the result of intensive, serious and non-collusive negotiations between the
24 Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY
25 APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART
26 OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE
27 SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES
28 ONLY, AND THAT JAMES HAWKINS, APLC BE CONDITIONALLY AND

1 PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT
2 FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Paul Maisnier v. National Vision, Inc. d/b/a America's Best Contacts and*
5 *Eyeglasses*, Case Nos. 22CV018224 and 22CV022738 (the "Lawsuits") and all terms used herein
6 shall have the same meanings as set forth in the Settlement Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendant has agreed to a non-reversionary GFV of \$4,450,000.00.
13 The GFV includes without limitation any and all payments Defendant may be responsible for under
14 the Settlement, including any Attorney's Fees and Litigation Expenses, Enhancement Payment, the
15 Class Member Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
16 Collective Member Payments, Claims Administration Costs, and all payroll taxes (excluding
17 employer-side payroll taxes) due and owing as a result of the Settlement.

18 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
19 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
20 acting as the Class Representative.

21 The Court hereby appoints, for settlement purposes, Plaintiff PAUL F. MAISNIER as the
22 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
23 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
24 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

25 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

26 The Court finds that the proposed manner of class notice is adequate.

27 The Court finds that the proposed manner of FLSA notice is adequate.

28 The Court approves Ilym Group, Inc., to serve as the Settlement Administrator.

1 The Court further hereby approves, as to form and content, the proposed Notice of Class
2 Action Settlement and Orders the notice to be mailed to the Settlement Class.

3 The Court finds that the Notice of Class Action Settlement constitutes the best notice
4 practicable under the circumstances, is in full compliance with the laws of the State of California
5 and, to the extent applicable, the United States Constitution and the requirements of due process.
6 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
7 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
8 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
9 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
10 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
11 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
12 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
13 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
14 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
15 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
16 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
17 documentation in support of or in opposition to and appear in connection with said hearing.

18 The Court finds that the FLSA Notice constitutes the best notice practicable under the
19 circumstances, is in full compliance with the laws of the State of California and, to the extent
20 applicable, the United States Constitution and the requirements of due process. The FLSA Notice
21 provides collective members with: a detailed explanation of the terms of the settlement; the claims
22 being released; how the settlement funds will be allocated; a detailed explanation of how attorney's
23 fees and costs will be calculated and the total amount being requested; a description of how
24 employees can opt-in to or opt-out of the settlement; adequate notice to the Employees; and the date
25 of the Final Approval Hearing.

26
27 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
28 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the

1 last known address of the Settlement Class, as specifically described within the Settlement
2 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
3 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

4 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
5 Class List to the Settlement Administrator. The Class List is a confidential list containing names,
6 employee ID numbers, last known address, number of workweeks worked during the Class Period,
7 FLSA Period, and PAGA Period, and, Social Security Numbers to facilitate the administration of
8 the settlement and provided confidentially to the Settlement Administrator.

9 IT IS FURTHER ORDERED that within fourteen (14) calendar days after receiving the
10 Class List from Defendant, the Settlement Administrator will perform a search based on the National
11 Change of Address Database or any other similar services available, such as provided by Experian,
12 for information to update and correct for any known or identifiable address changes, and will mail
13 a Preliminary Approval Notice in English to all Class Members via First-Class U.S. Mail, using the
14 most current, known mailing addresses identified by the Settlement Administrator.

15 IT IS FURTHER ORDERED that with respect to Preliminary Approval Notices that are
16 returned as undeliverable on or before the Response Deadline, the Settlement Administrator will
17 search for an alternate address by way of skip-trace and re-mail the Preliminary Approval Notice
18 within five (5) calendar days.

19 IT IS FURTHER ORDERED Class Members will have an opportunity to dispute the
20 number of Workweeks to which they have been credited, as reflected in their respective Preliminary
21 Approval Notices. In order to dispute Qualifying Workweeks, Class Members must submit a written
22 letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b)
23 is signed by the Class Member, (c) contains the full name, address, telephone number, and the last
24 four. digits of the Social Security Number of the disputing Class Member, (d) clearly states that the
25 Class Member disputes the number of Qualifying Workweeks credited to them and what they
26 contend is the correct number to be credited to them, (e) includes information and/or attaches
27 documentation demonstrating that the number of Qualifying Workweeks that they contend should
28 be credited to them are correct, and (f) is returned by mail to the Settlement Administrator at the

1 specified address, postmarked on or before the Response Deadline.

2 IT IS FURTHER ORDERED that Any Class Member wishing to
3 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
4 Administrator, by mail, within the Response Deadline. The date of the postmark on the return
5 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
6 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
7 Defendant s Counsel the Requests for Exclusion that were timely submitted, and also identify the
8 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to
9 be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits
10 a Request for Exclusion is prohibited from making any objection to the Settlement. Individuals who
11 opt-out of the Settlement shall also have their settlement allocation amount from the Net Settlement
12 Fund returned to Defendant, as they shall have no Released Class Claims. Any Class Member who
13 validly requests to be excluded from the Settlement will not be a Settlement Class Member and will
14 not have any right to object, appeal, or comment on the Settlement; however, if the Class Member
15 worked during the PAGA Period, they will remain a PAGA Group Member, will receive an
16 Individual PAGA Payment, and will be bound by the PAGA Settlement and Released PAGA
17 Claims.

18 IT IS FURTHER ORDERED To object to the Settlement, Class Members
19 who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a timely and
20 complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
21 Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all
22 information required by this Agreement. The postmark date will be deemed the exclusive means for
23 determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
24 seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or
25 appeal from the Final Approval Order and Judgment. Settlement Class Members may also present
26 their objection at the Final Approval Hearing.

27 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
28 _____ at _____. before the Honorable Jill H. Talley in Department 23. At the

1 Final Approval hearing, the Court will determine whether the Settlement should be finally approved
2 as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
3 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the
4 amount properly payable for (i) Attorneys' Fees and Costs, (ii) Enhancement Payment, (iii) the
5 Settlement Administration Costs, (iv) Class Member Payments; (v) Settlement Collective Member
6 Payments and (vi) the PAGA Payments.

7 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
8 Final Approval and application for attorneys' fees and costs and class representative Enhancement
9 Payment shall be filed with this Court No later than thirty (30) calendar days before the Final
10 Approval Hearing.

11 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
12 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
13 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
14 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
15 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
16 Agreement.

17 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
18 this matter except those contemplated herein and in the Settlement Agreement are stayed.

19 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
20 Hearing from time to time without further notice to the Class.

21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2025

Honorable Jill H. Talley

JUDGE OF THE SUPERIOR COURT

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