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

LEE A STEVIE PALMA, as a proxy for the
State of California,

Plaintiffs,

vs.

HAT WORLD, INC., a Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB 2317027

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

[Assigned to the Honorable David E. Driscoll
in Dept. S22]

Date: Jul 30, 2025

Time: 8:30 a.m.

Location: S22

ADDITIONAL ATTORNEYS

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Attorneys for Plaintiff TAKORI JULIANA COLEMAN,
on behalf of herself and others similarly situated

1 Plaintiffs Leea Stevie Palma (“Palma”) and Takori Juliana Coleman (“Coleman”)
2 (collectively, “Plaintiffs” or “Class Representatives”) seek approval of a Class Action and PAGA
3 Settlement by and between Plaintiffs and Defendant Hat World, Inc. (“Defendant”).

4 After engaging in formal written discovery, informal discovery, obtaining the putative
5 class members’ data and performing a damage analysis, the parties engaged in mediation with
6 mediator Brandon McKelvey which ultimately resulted in a settlement.

7 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement was heard before
8 this Court on July 30, 2025.

9 The Court has considered the Joint Stipulation of Class and Representative Action
10 Settlement (“Settlement Agreement” or “Settlement”), the Class Notice and all other papers filed
11 in this action.

12 NOW THEREFORE, IT IS HEREBY ORDERED:

13 1. All defined terms contained herein shall have the same meanings as set forth in the
14 Settlement Agreement;

15 2. The Class Representatives and Defendant, through their counsel of record in the
16 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
17 a whole;

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

20 all individuals employed by Defendant as non-exempt employees in the State of
21 California at any time during the Class Period (December 1, 2018, through June 30,
22 2024).

23 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
24 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
25 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
26 class should be certified in a non-settlement context, as to any action between the Class
27 Representative and Defendant.

28 4. The Court appoints and designates: Plaintiffs Leea Stevie Palma and Takori

1 Juliana Coleman (“Plaintiffs” or “Class Representatives”) as the Class Representatives.

2 5. The Court appoints the Law Offices of Choi & Associates, P.C.; Hyun Legal, APC;
3 and Lavi & Ebrahimian, LLP as Class Counsel. Class Counsel are authorized to act on behalf of
4 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
5 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement
6 Agreement and its terms. Any Class Member may enter an appearance through his or her own
7 counsel at such Class Member’s own expense. Any Class Member who does not enter an
8 appearance or appear on his or her own behalf will be represented by Class Counsel.

9 6. The Court hereby approves the terms and conditions provided for in the Settlement
10 Agreement.

11 7. The Court hereby preliminarily approves the Settlement Agreement and the
12 Maximum Settlement Amount in the amount of Two Million Seven Hundred Thousand Dollars
13 (\$2,700,000):

- 14 a. Attorney’s fees of 35% of the Maximum Settlement Amount currently
15 estimated at Nine Hundred Forty Five Thousand Dollars (\$945,000.00);
- 16 b. Attorney’s costs in the amount of up to Fifty Thousand Dollars (\$50,000),
17 subject to the Court’s approval;
- 18 c. Class Representative Enhancement Payments of up to Fifteen Thousand Dollars
19 (\$15,000), each;
- 20 d. PAGA allocation of One Hundred Thousand Dollars (\$100,000) of which
21 Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000) will
22 be paid to the California Labor and Workforce Development Agency (“Labor
23 and Workforce Development Agency Payment”), and Twenty-Five Percent
24 (25%), or Twenty Five Thousand Dollars (\$25,000) to be disbursed to PAGA
25 Members, and regardless whether they request to be excluded from the
26 Settlement Class; and
- 27 e. Settlement Administration Costs currently estimated to be Thirty Two
28 Thousand Dollars (\$32,000).

1 8. The Court finds that on a preliminary basis the Settlement Agreement appears to be
2 within the range of reasonableness of a settlement, Class Representative Enhancement Payments,
3 Class Counsel attorney's fees and costs, the Settlement Administration Costs, and the allocation of
4 payments to Class Members, that could ultimately be given final approval by this Court. It
5 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as
6 to all potential Class Members when balanced against the probable outcome of further litigation
7 relating to liability and damages issues. It also appears that extensive and costly investigation,
8 research, and court proceedings have been conducted so that counsel for the parties are able to
9 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
10 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
11 be presented by the further prosecution of the Action. It also appears that settlement has been
12 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

13 8. A hearing (the "Final Approval Hearing") shall be held before this Court on
14 _____ at 8:30 a.m. in Department S22 of the Superior Court of the State of
15 California, County of San Bernardino to determine all necessary matters concerning the
16 Settlement Agreement, including whether the proposed settlement of the action on the terms and
17 conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should
18 be finally approved by the Court, whether a Judgment, as provided in the Settlement Agreement,
19 should be entered herein, and whether Class Counsel's for attorneys' fees and reimbursement of
20 litigation costs and the Class Representatives Enhancement Payments should be awarded.

21 9. The Court hereby approves, as to form and content, the Notice of Class Action
22 Settlement ("Class Notice").

23 10. The Court appoints and designates Phoenix Settlement Administrators as the
24 Settlement Administrator. The Court hereby orders Defendant to provide the Class List to the
25 Settlement Administrator and Class Counsel within thirty (30) business days of Preliminary
26 Approval. The Court directs the Settlement Administrator to provide the approved Class Notice
27 within five (5) business days of receipt of the Class List from Defendant. The Settlement
28 Administrator is further ordered to file with the Court a declaration with copies of any exclusions

1 or objections it received to the proposed settlement concurrently with the filing of the Motion for
2 Final Approval of the Settlement.

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

12 12. Any Class Member may object to and/ or express his or her views regarding the
13 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
14 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to
15 the Settlement Administrator. Any Class Member must make his or her objection in the manner
16 provided for in the Settlement Agreement and Class Notice. Any Class Member that serves a
17 proper written objection does not need to appear at the Motion for Final Approval for that Class
18 Member's objection to be considered. Class Counsel will provide notice to any objecting party of
19 any continuance of the hearing of the Motion for Final Approval by first class mail.

20 13. The Motion for Final Approval shall be filed by the Class Representatives no later
21 than sixteen (16) court days before the Final Approval Hearing.

22 14. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
24 continued, Class Counsel will provide notice to any objecting party of any continuance of the
25 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
26 consider all further applications arising out of or connected with the Settlement Agreement.

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IT IS SO ORDERED.

DATED: _____

Honorable David E. Driscoll
Judge of the Superior Court