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Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JUNE Y. MORENO, an individual;
KRYSTLE SANTANA, and individual; and
on behalf of all others similarly situated,

Plaintiff,

v.

INFINITI GROUP LLC, a California Limited
Liability Company; HOPE BY THE SEA,
INC. a California Corporation; HOWER
LODGE, INC., a California Corporation;
PILLARS RECOVERY, LLC, a California
Limited liability Company; SERENE
BEHAVIORAL HEALTH, LLC, a California
Limited Liability Company and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: CIVSB2223551

[Assigned for all purposes to the Hon. Joseph
T. Ortiz, in Dept. S-17]

[PROPOSED] ORDER RE PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION

HEARING INFORMATION:

DATE: December 12, 2023

TIME: 8:30 a.m.

DEPT: S-17

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7 Attorneys for Plaintiffs, on behalf of themselves
8 and all others similarly situated and aggrieved

1 This matter came on for hearing on December 12, 2023, at 8:30 a.m. in Department S-17
2 of the above-referenced Court, on the Motion For Preliminary Approval Of Class And
3 Representative Action Settlement And Provisional Class Certification (“Motion”). Plaintiffs June
4 Y. Moreno and Krystle Santana (collectively, “Plaintiffs”) appeared through their attorneys of
5 record. Defendants Infiniti Group, LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars
6 Recovery, LLC and Serene Behavioral Health, LLC (collectively, “Defendants”) appeared through
7 their counsel of record.

8 Having fully reviewed and considered the Motion and moving papers, and having analyzed
9 the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”) attached as Exhibit 1 to the Declaration of Ross E. Shanberg filed with the Motion and the Notice
10 of Pendency of Class Action Settlement attached as Exhibit A to the Settlement Agreement, THE
11 COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

12 1. The Court preliminarily approves the proposed Settlement Agreement
13 (incorporated herein by this reference) as being fair, reasonable, and adequate; and finds on a
14 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
15 of a settlement which the Court could ultimately give final approval.

16 2. The initial capitalized terms in this Order shall have the same meanings as those set
17 forth in the Settlement Agreement.

18 3. The Court finds that the elements of numerosity, commonality, typicality, and
19 adequacy have been established to support conditional certification of the Settlement Class for
20 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
21 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:
22 all non-exempt employees employed by defendants at any time between December 30, 2018
23 through July 31, 2023 (“Class Period”).

24 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
25 approves (a) David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of Bibiyan Law Group, P.C.
26 and Ross E. Shanberg and Shane C. Stafford of Shanberg Stafford LLP, as Class Counsel; and (b)
27 Plaintiffs June Y. Moreno and Krystle Santana as Class Representatives. The Court appoints
28 XPand Legal as Settlement Administrator.

5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
_____, at _____ A.M., to review the notice process and objections to the
Settlement, if any; and to determine whether the proposed Settlement on the terms and conditions

1 set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally
2 approved by the Court; to determine whether the Court should enter the Judgment as provided in
3 the Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for
4 Class Counsel and the amount of the enhancement award to approve for the Class Representatives.

5 6. The Court approves, as to form and content, the Notice of Pendency of Class
6 Action Settlement (the "Settlement Notice") attached as Exhibit A to the Settlement Agreement.
7 The Court finds that distribution of the Settlement Notice substantially in the manner set forth in
8 the Settlement Agreement and Settlement Notice meets the requirements of California law and due
9 process, is the best notice practicable under the circumstances, and shall constitute due and
sufficient notice to all persons entitled thereto.

10 7. The Settlement Administrator shall supervise and administer the notice procedure
as set forth in the Settlement Agreement as follows:

11 a. After entry of the Preliminary Approval Order, Defendants shall provide the
12 Settlement Administrator with the Class List for purposes of mailing the Settlement Notices to
13 Class Members along with data enabling the Settlement Administrator to determine the length of
14 employment for each Class Member during the relevant Class Period. Defendants shall have up to
15 ten (10) days following Preliminary Approval and appointment of a Settlement Administrator to
16 provide the Class data after entry of the Preliminary Approval Order;

17 b. Upon receipt of the Class List, the Settlement Administrator shall perform a search
18 based on the National Change of Address Database maintained by the United States Postal Service
19 to update and correct any known or identifiable address changes. Within ten (10) calendar days
20 after receiving the Class List from Defendants as provided herein, the Settlement Administrator
21 shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail.
22 The Settlement Administrator shall exercise its best judgment to determine the current mailing
23 address for each Class Member. The address identified by the Settlement Administrator as the
24 current mailing address shall be presumed to be the most current mailing address for each Class
Member. The Parties agree that this procedure for notice provides the best notice practicable to
Class Members and fully complies with due process;

25 c. Any Settlement Notice returned to the Settlement Administrator as non-deliverable
26 on or before the Response Deadline shall be remailed to the forwarding address affixed thereto
27 within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement
28 Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to

1 determine a correct address by the use of skip-tracing, or other type of automated search, using the
2 name, address and/or Social Security number of the Class Member involved, and shall then
3 perform a re-mailing to the Class Member whose Settlement Notice was returned as non-
4 deliverable within five (5) calendar days of receipt of the returned Settlement Notice by the
5 Settlement Administrator, assuming another mailing address is identified by the Settlement
6 Administrator. If these procedures are followed, notice to Class Members shall be deemed to have
7 been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the
8 Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall be
bound by all terms of the Settlement and the Final Order and Judgment;

9 d. The Settlement Administrator shall determine the eligibility for, and the amounts
10 of, each Individual Settlement Award under the terms of the Settlement Agreement. The
11 Settlement Administrator's determination of the eligibility for and amount of each Individual
12 Settlement Award shall be binding upon the Participating Class Members, and the Parties, subject
13 to the Court's ultimate approval and oversight. In the absence of fraud or gross negligence,
Defendants' employment data shall be presumed accurate;

14 e. The Settlement Administrator will provide Defense Counsel and Class Counsel a
15 weekly report which certifies: (i) the number of Class Members who have submitted valid
16 Requests for Exclusion or objections; and (ii) whether any Class Member has submitted a
17 challenge to any information contained in their Settlement Notice. Additionally, the Settlement
18 Administrator will provide to counsel for both Parties any updated reports regarding the
administration of the Settlement Agreement as needed or requested;

19 f. Class Counsel shall file a declaration from the Settlement Administrator along with
20 the Motion for Final Approval of Class Settlement that attests to the completion of the Notice
21 process, including specifying the due diligence undertaken by the Settlement Administrator with
22 respect to the mailing of the Class Notice; verifying its settlement administration costs; and
23 reporting on the number of Participating Class Members and the number of objections, disputes
(and status of the disputes), and requests for exclusion received.

24 8. In order for any Settlement Class member to object to this Settlement, or any term
25 of it, the person making the objection may submit the objection to the Settlement Administrator by
26 no later than the Response Deadline specified in the Class Notice setting forth the grounds of
27 objection. All such objections must state the Class Member's full name, address, the last 4 digits
28 of the objector's Social Security number, and, in clear and concise terms, the reason(s) why the

1 objector objects to the Settlement. The objection must also be signed and dated by the objector,
2 include the name of this Action and its case number, and indicate whether the objector intends to
3 appear at the Final Approval hearing. A Class Member may also appear personally or through an
4 attorney, at his or her own expense, at the Final Approval hearing to present his or her objection
5 directly to the Court.

6 9. In order for any Settlement Class member to validly exclude themselves from the
7 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
8 be submitted to the Settlement Administrator via U.S. Mail and postmarked no later than the
9 Response Deadline. To be valid, the request for exclusion must state the Class Member's full
10 name, address, and telephone number, and the last four digits of the Class Member's Social
11 Security Number. The request for exclusion must also be signed and dated by the Class Member
12 and contain a clear statement that the Class Member is requesting to opt out of, or be excluded
13 from, the Settlement in the Moreno, et al. v. Infiniti Group, LLC, et al, action. A Class Member
14 who timely submits a valid Exclusion Request shall not participate in, or be bound by, the
15 Settlement or the Final Judgment in any respect. Individuals who submit an Exclusion Request
16 shall not be permitted to file or pursue objections to the Settlement or appear at the Final Approval
17 Hearing to voice any objections to the Settlement.

18 10. At the Final Approval Hearing, the Court shall finally determine whether the
19 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
20 application for attorneys' fees, the Class Representative's enhancement award, reimbursement of
21 Class Counsel's costs, and the Settlement Administrator expenses for administering the Settlement.

22 11. The Court's preliminary approval of the Settlement is not to be deemed an
23 admission of liability or fault by Defendant, or a finding as to the validity of any claims or
24 defenses asserted in the Action.

25 12. The Court reserves the right to adjourn or continue the date of the Final Approval
26 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
27 further applications arising out of or connected with the proposed Settlement.

28 13. If for any reason the Settlement ultimately does not become final, the parties will
return to their respective positions in this Action as those positions existed immediately before the
Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed with
this Court in connection with the Settlement will be deemed an admission of any kind by any of

1 the parties or used as evidence against, or over the objections of, any of the parties for any purpose
2 in this Action or in any other action.

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4 IT IS SO ORDERED.

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6 DATED: _____

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Judge of the Superior Court

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