

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAN ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the proposed class

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

JOHNATHAN SATELE, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

KSARIA SERVICE CORPORATION; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00002198-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Gregory W. Pollack in Dept. C-71]

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

*[Filed concurrently with Plaintiff's Motion for
Preliminary Approval of Class Action
Settlement and Declaration of Liane
Katzenstein Ly]*

Date: August 16, 2024

Time: 9:30 A.M.

Dept.: C-71

Reservation ID: 3093915

Complaint Filed: January 17, 2023

FAC Filed: March 24, 2023

Trial Date: None Set

1
2
3 The Motion for Preliminary Approval of the Class Settlement came before this Court on
4 _____, the Honorable Gregory W. Pollack, presiding. The Court, having considered
5 the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
6 **FOLLOWING:**

7 1. The Court grants preliminary approval of the proposed settlement based upon the
8 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
9 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
10 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
11 Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full
12 hearing regarding final approval of the Agreement.

13 2. For purposes of this Order, the proposed Class is defined as follows:

14 “all individuals who have worked for Defendant in California as
15 non-exempt employees during the Class Period, excluding those
16 individuals who have entered agreements releasing the claims
alleged by Plaintiff.” (“Class Members” or “Class”)

17 3. The Class Period is the period from January 17, 2019 through January 6, 2024..

18 4. For purposes of this Order, the proposed Allegedly Aggrieved Employees are
19 defined as follows:

20 “all individuals who worked for Defendant in California as non-
21 exempt employees during the PAGA Period.” (“Allegedly
22 Aggrieved Employees”)

23 5. The PAGA Period is the period from January 17, 2022 to through January 6, 2024.

24 6. The Agreement falls within the range of reasonableness and appears to be
25 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
26 and final approval by this Court.

27 7. The Court makes the following preliminary findings for settlement purposes only:

28 A. The Class, which consists of approximately 79 persons, is so numerous that

joinder of all members is impracticable;

B. There appear to be questions of law or fact common to the Class for purposes of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the <<Settlement.Class>. Accordingly, the <<Settlement.Class> appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Class Members in substantially the form attached to the Agreement as Exhibit "A".

9. The Court approves the procedure for Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley and Liane Katzenstein Ly of Kingsley & Kingsley, APC and William Zev Abramson of Abramson Labor Group as Class Counsel.

14. The Court confirms Johnathan Satele as Class Representative.

15. The Court approves ILYM Group, Inc. as the Administrator.

1 16. The Court orders that pursuant to the California Private Attorneys General Act,
2 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will
3 continue to be given to the Labor & Workforce Development Agency.

4 17. A final fairness hearing on the question of whether the proposed Agreement,
5 attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
6 should be finally approved as fair, adequate, and reasonable as to the members of the Class is
7 scheduled for _____ at _____ (Pacific Time), in Department .

8 18. The Court orders the following Implementation Schedule for further proceedings:

10 a.	Preliminary Approval Granted	_____
11 b.	Deadline for Defendant to Provide Class Members’ 12 Information to Administrator	14 calendar days from Entry of Preliminary Approval
13 c.	Administrator Shall Mail Notice to Class Members	14 calendar days from 14 receipt of the Class List from Defendant
15 d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of 16 Notices
17 e.	Deadline for Postmark of Any Objection	60 Days from Mailing of 18 Notices
19 f.	Deadline for Class Counsel to file Motion for Final 20 Approval of Class Settlement	To be determined by the Court
21 g.	Deadline for Class Counsel to file Motion for Attorneys’ 22 Fees	To be determined by the Court
23 h.	Final Approval Hearing	_____

25 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
26 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
27 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
28 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,

1 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
2 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
3 of the Parties to the litigation, as more specifically set forth in the ("Agreement.

4 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
5 proceedings in this matter except those contemplated herein and in the Agreement are hereby
6 stayed.

7 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
8 Hearing from time to time without further notice to members of the Class.

9
10 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On February 26, 2024, I served all interested parties in this action the following documents described as **PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** placing a true copy thereof enclosed in a sealed envelope addressed as follows:

EPSTEIN BECKER & GREEN, P.C. Chelsea Hadaway Emily T. Patajo 1925 Century Park East, Suite 500 Los Angeles, CA 90067-2506 CHadaway@ebglaw.com EPatajo@ebglaw.com cemail@ebglaw.com Attorneys for Defendant	ABRAMSON LABOR GROUP Willian Zev Abramson wza@abramsonlabor.com 11846 Ventura Blvd., Suite 100 Studio City, CA 91604 Attorneys for Plaintiff
---	--

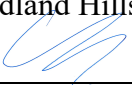
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC SERVICE) I caused the document to be sent to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2024, at Woodland Hills, California.



Michelle Tanzer