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SHASTA COUNTY SUPERIOR COURT
BY: M. PARTRIDGE, DEPUTY CLERK

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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

RAMON ESTRADA, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

URBAN RETREAT, INC., a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 23CV-0201662

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT

Preliminary Approval Hearing:

Date: January 8, 2024

Time: 8:30 a.m.

Dept: 8

Honorable Benjamin L. Hanna
Department 8

Action filed: February 28, 2023
Trial Date: January 30, 2024

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

On January 8, 2024, the Court conducted a hearing on the unopposed Motion for Preliminary Approval of Class and Representative Action Settlement filed by named Plaintiff Ramon Estrada on behalf of himself and all others similarly situated (hereinafter "Plaintiff"). The Court has reviewed and considered the Memorandum of Points and Authorities in support of the Motion, the Declarations of Counsel and the exhibits in support of the Motion, including the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement") between Plaintiff and Defendant Urban Retreat, Inc. (hereinafter "Defendant").

DEC 13 2023

CLERK OF THE
SHASTA COUNTY SUPERIOR COURT

BY FAX

1 (Plaintiff and Defendant shall be referred to collectively as the "Parties").

2 This Order hereby incorporates by reference the definitions in the Settlement Agreement
3 as though fully set forth herein, and all terms used herein shall have the same meaning as set
4 forth in the Settlement Agreement.

5 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
6 **MAKES THE FOLLOWING FINDINGS:**

7 1. The Court finds on a preliminary basis that the proposed Settlement falls within
8 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
9 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
10 the requirements for preliminary approval, subject only to any objections that may be raised
11 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
12 Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when
13 balanced against the probable outcome of further litigation, given the risks relating to liability
14 and damages. It further appears that extensive investigation and research has been conducted
15 such that counsel for the Parties at this time are reasonably able to evaluate their respective
16 positions. It further appears to the Court that the Settlement at this time would avoid substantial
17 additional costs by all Parties, as well as the delay and risks that would be presented by the
18 further prosecution of the Action. It appears the Settlement has been reached as a result of
19 intensive, arm's-length negotiations utilizing an experienced third party neutral.

20 2. The Court further finds, for settlement purposes only, that the requirements of
21 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
22 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
23 described in the Motion for Preliminary Approval and Settlement Agreement:

24 All non-exempt persons employed by Defendant in the State of California from February
25 28, 2019, through the date of preliminary approval of this Agreement or October 20, 2023,
26 whichever is earlier.

27 It shall be an opt-out class.

28 ///

1 3. The Court further finds that the moving papers presented for the Court's review
2 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
3 options available to the Class, including the ability of the Class Members to Opt-Out or submit a
4 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
5 receive any Settlement Payment under it; to object to the terms of the Settlement; or to do
6 nothing and receive a Settlement Payment and be bound by the terms of the Settlement.
7 Plaintiff has submitted to the Court a proposed Notice.

8 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

9 1. The Court hereby preliminarily approves the proposed Settlement upon the
10 terms, conditions, and all release language set forth in the Settlement Agreement.

11 2. The Court conditionally certifies and approves, for settlement purposes only, the
12 Class described above.

13 3. For the purposes of this Settlement, Gregg Lander, Esq., and Vanessa Ruggles,
14 Esq. of D.Law, Inc. ("Class Counsel") are hereby appointed as Class Counsel and shall represent
15 the Class Members in this Action. Any Class Member may enter an appearance in the Action, at
16 their own expense, either individually or through counsel of their own choice; however, if they
17 do not enter an appearance, they will be represented by Class Counsel.

18 4. For the purposes of this Settlement, Plaintiff Ramon Estrada is hereby appointed
19 as the Class Representative for the Class.

20 5. The Court confirms Simpluris, Inc., as the Settlement Administrator. The
21 procedures for paying the Settlement Administrative Costs, as set forth in the Settlement
22 Agreement, are approved. Simpluris, Inc., is directed to perform all responsibilities of the
23 Settlement Administrator as set forth in the Settlement Agreement. Once entered, Simpluris,
24 Inc., will also post the Judgment in this matter on its website.

25 6. The Court hereby approves, as to form and content, the Settlement Notice
26 attached as **Exhibit A** to the Settlement Agreement (the "Notice"). The Court finds that the
27 dates and procedure for mailing and distributing the Notice in the manner set forth in Paragraph
28 7 of this Order meet the requirements of due process and are the best notice practicable under

1 the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

2 7. The Court directs the mailing of the Court-approved Notice via first class mail to
3 the Class Members in accordance with the schedule and procedures set forth in the Settlement
4 Agreement.

5 a. Within fifteen (15) calendar days of the date of preliminary approval of this
6 Settlement, Defendant shall provide to the Settlement Administrator the Class
7 List; and

8 b. Within fifteen (15) calendar days of receiving the Class List from Defendant
9 the Settlement Administrator shall mail by First-Class United States mail the
10 Notice to each Class Member. The Settlement Administrator shall conduct a
11 National Change of Address database search before mailing and will also use
12 the most recent address available to the Settlement Administrator for mail
13 delivery. Any returned mail with a forwarding address from the U.S. Postal
14 Service shall be promptly re-mailed to the new address. The Settlement
15 Administrator shall perform a skip trace search for a new address for any
16 returned mail without a forwarding address.

17 8. The procedures for Class Members to opt-out by submitting a Request for
18 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for
19 Class Members to submit a Request for Exclusion shall be ~~thirty (30)~~ ^{sixty (60)} days after the date of the
20 first mailing of the Notices. This date shall be extended by ten (10) calendar dates if the Notice
21 is returned as undeliverable and then remailed to a correct or forwarding address of a Class
22 Member. But

23 9. The procedures for Class Members to object to the Settlement, as set forth in the
24 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
25 Settlement shall be ~~thirty (30)~~ ^{sixty (60)} days after the date of the first mailing of the Notices. This date
26 shall be extended by ten (10) calendar dates if the Notice is returned as undeliverable and then
27 remailed to a correct or forwarding address of a Class Member. Class Members may appear at
28 the Final Approval Hearing, on their own or through a counsel retained at their expense, to But

1 present their objection, whether or not they submitted a prior written objection as provided in
2 the Settlement Agreement.

3 10. The procedures for Class Members to dispute the number of workweeks worked,
4 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
5 to submit a workweek dispute shall be ~~thirty (30)~~ ^{sixty (60)} days after the date of the first mailing of the
6 Notices. This date shall be extended by ten (10) calendar dates if the Notice is returned as
7 undeliverable and then remailed to a correct or forwarding address of a Class Member.

But

8 11. The Court hereby preliminarily approves the definition and disposition of the
9 Maximum Settlement Amount as that term is defined in the Settlement Agreement as well as the
10 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
11 the distribution of the Maximum Settlement Amount, all subject to the Court's final approval of
12 the Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,
13 Defendant shall be required to pay only the Maximum Settlement Amount in the total amount of
14 \$200,000 plus the employer's share of taxes due as a result of this Settlement.

15 12. A Final Approval Hearing (the "Hearing") shall be held on 5/13/24,
16 2024 at 8:30 a.m./p.m. before the Honorable Benjamin L. Hanna in Department 8 of the
17 Shasta County Superior Court. The purpose of such Hearing will be to: (a) determine whether
18 the proposed Settlement should be finally approved by the Court as fair, reasonable and
19 adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and
20 costs and amount to be awarded; (c) determine the reasonableness of the Class Representative's
21 Service Award requested for the Class Representative and amount to be awarded; and (d) order
22 entry of Judgment in the Class Action, which shall constitute a complete release and bar with
23 respect to the Released Claims.

But

24 13. Class Counsel shall file and serve all papers in support of the Motion for Final
25 Approval and any application for reimbursement of attorneys' fees and costs, including any
26 costs associated with or incurred by the Settlement Administrator, by 4/19, 2024.

But

27 14. The Court reserves the right to continue the date of the Final Approval Hearing
28 without further notice to the Class Members and retains jurisdiction to consider all further

1 applications arising out of or connected with the proposed Settlement. However, Class Counsel
2 or the Settlement Administrator will give notice to any objecting party of any continuance of the
3 Final Approval Hearing.

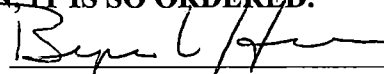
4 15. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 16. In the event: (i) the Court does not finally approve the Settlement as
7 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
8 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
10 Settlement does not become final for any other reason, the Settlement and any related Class
11 shall be null and void and any order or judgment entered by this Court in furtherance of the
12 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
13 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
14 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
15 in all respects as if no Class had been certified and the Settlement Agreement had not been
16 executed.

17 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
18 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
19 with the negotiation, execution or implementation of the Settlement, shall be admissible in
20 evidence for any reason except as provided in the Settlement Agreement. The Court has made
21 no findings on the merits and the Defendant has denied the allegations in the operative
22 complaint.

23 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

24 Dated: January 8, 2024


Honorable Benjamin L. Hanna
Judge of the Superior Court