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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
TULARE COUNTY**

PRINCESSALEXIA CHANNEL WHITE, as an
individual and on behalf of all employees
similarly situated,

Plaintiff,

v.

SGB VENTURES LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU296946

[Assigned for all purposes to Hon. Gary M.
Johnson, Dept. 7]

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

Date: April 15, 2024
Time: 8:30 a.m.
Courtroom: Dept. 7
Judge: Hon. Gary M. Johnson

Action Filed: March 27, 2023
Trial: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff PRINCESSALEXIA CHANNEL WHITE (“Plaintiff”) and Defendant SGB
3 VENTURES LLC (“Defendant”) have reached terms of settlement for a putative class and PAGA
4 representative action.

5 Plaintiff has filed a motion for preliminary approval of a class and PAGA representative action
6 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
7 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (*see*
8 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and
9 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The JOINT STIPULATION OF
10 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the
11 “Agreement” or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
15 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
16 preliminary approval of the class action settlement the Court has considered the factors identified in
17 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*
18 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
20 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the action. The Court finds that the risks of further prosecution are substantial.

25 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
26 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
27 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
28 The Settlement Class meets the requirements for conditional certification for settlement purposes only

1 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of
2 the proposed settlement Class of the terms of the proposed settlement.

3 4. The parties' proposed notice plan is constitutionally sound because individual notices
4 will be mailed to all Class Members whose identities are known to the parties, and such notice is the
5 best notice practicable. The parties' proposed Class Notice, attached to the Settlement as Exhibit B, is
6 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
7 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
8 to participate in the settlement, and the processes for doing so, and the date and location of the final
9 approval hearing and are therefore approved.

10 5. The following persons are certified as Class Members solely for the purpose of entering
11 a settlement in this matter:

12 All individuals employed by Defendant in California and classified as "non-
13 exempt" at any time during the Class Period (the "Class Period" is August 12, 2022
14 through the date upon which the Court grants preliminary approval of this Settlement).
(Settlement, ¶¶ 3-4.)

15 6. The PAGA Employee is defined as follows:

16 All Class Members that worked at any time during the PAGA Period (the "PAGA
17 Period" is August 12, 2022 through the date upon which the Court grants preliminary
18 approval of this Settlement.) All PAGA Employees are "aggrieved employees" as
defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the
PAGA claim.

19 (Settlement, ¶¶ 10-11.)

20 7. Plaintiff PRINCESSALEXIA CHANNEL WHITE is appointed as the Class
21 Representative. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and
22 hour class action litigation and have no conflicts of interest with absent Settlement Class Members, and
23 that they adequately represented the interests of absent class members in the Litigation. Tunyan Law,
24 APC is appointed Class Counsel.

25 8. The Court appoints Phoenix Class Action Administration Solutions to act as the
26 Settlement Administrator, pursuant to the terms set forth in the Agreement.

27 9. Defendant is directed to provide the Settlement Administrator the names and most
28 recent known mailing addresses of Class Members and any other information required in accordance

1 with the Agreement (the “Class List”), no later than 15 calendar days after entry of this Order.
2 (Settlement, ¶ 32(a).)

3 10. The Settlement Administrator is directed to mail the approved Class Notice by first-
4 class mail to the Class Members in accordance with the Agreement, no later than 14 calendar days after
5 receipt of the Class List. (Settlement, ¶ 32(b).)

6 11. Class Members will be bound by the Agreement unless they submit a timely and valid
7 written request to be excluded from the Settlement, postmarked no later than 60 days following mailing
8 of the Notice, or as possibly extended up to 14 additional days by operation of Paragraph 7 of the
9 Settlement for certain re-mailed Notices.

10 12. Any request for exclusion shall be submitted to the Settlement Administrator rather than
11 filed with the Court. Class members are not required to send copies of their Exclusion request to
12 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration
13 authenticating a copy of every Exclusion request received by the Administrator.

14 13. A final approval hearing will be held on _____, 2024, at
15 _____, in Department 17, to determine whether the settlement should be granted final approval
16 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
17 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
18 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
19 and this Order.

20 14. Plaintiff shall file a Motion for Final Approval, including any request for an award of
21 fees, costs, and an Enhancement Award to Plaintiff, no later than 16 court days prior to the final
22 approval hearing. In conjunction with the filing of the final approval motion, a declaration from the
23 Settlement Administrator on the outcome of the notice process shall be filed with the Court. At that
24 time, the Parties shall also file responses to any written objections received by the Settlement
25 Administrator by the Response Deadline.

26 15. As set forth in the Notice, any Class Member may appear at the final approval hearing
27 in person or remotely or by his or her own attorney and show cause why the Court should not approve
28 the settlement. For any written comments or objections to be considered at the hearing, the Class

1 Member must submit a written objection in accordance with the deadlines set forth in the Class Notice,
2 or as otherwise permitted by the Court.

3 16. Any written objection shall be submitted to the Settlement Administrator rather than
4 filed with the Court. Class Members are not required to send copies of written objections to counsel.
5 The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a
6 copy of every written Objection received by the Administrator.

7 17. The Court reserves the right to continue the date of the final approval hearing without
8 further notice to Class Members.

9 18. The Court retains jurisdiction to consider all further applications arising out of or in
10 connection with the settlement.

11
12 **IT IS SO ORDERED.**

13
14 Dated: _____

Honorable Gary M. Johnson
TULARE COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

219 N. Douty Street
Hanford, CA 93230
Telephone: (559) 584-3337
Facsimile: (559) 584-3348

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT