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behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

ZIYAH BLACKSTONE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE BOATYARD, INC., dba The Boatyard
Pub Seafood Restaurant, a California
Corporation, and DOES 1 through 20,

Defendants.

) Case No.: 2023CUOE010578

) **PROPOSED ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

) [Filed Concurrently With Motion For
) Preliminary Approval and Supporting
) Declaration]

) Date: November 6, 2024
) Time: 8:30 a.m.
) Department: 41

Complaint Filed: June 22, 2023

1 This matter came for hearing on November 6, 2024, in the above-entitled court, on the
2 Motion for Preliminary Approval of Class Action Settlement. Having fully reviewed and
3 considered the moving papers, and having analyzed the Long-Form Stipulation of Settlement
4 Regarding Putative Class Action Settlement and PAGA Settlement (“Settlement Agreement”)
5 between Plaintiff Ziyh Blackstone (“Plaintiff”) and Defendant The Boatyard, Inc.,
6 (“Defendant”) (collectively “Parties”), attached to the Declaration of Daniel J. Bass as Exhibit
7 “A” and incorporated by reference in full and made a part of this Order, the Court **GRANTS**
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

10 1. This Court hereby preliminarily finds the proposed settlement as set forth in the
11 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court
12 preliminarily approves and incorporates the Settlement Agreement.

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

15 3. The Class Notice, attached as Exhibits “A” to Exhibit “A” of the Declaration of
16 Daniel J. Bass, is hereby approved.

17 4. The Court finds that the distribution of the Class Notice in the manner set forth in
18 the Settlement Agreement substantially meets the requirements of California law and due process,
19 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
20 to all persons entitled thereto.

21 5. Solely for the purposes of the proposed settlement, the following Settlement Class
22 is hereby provisionally certified pursuant to the Settlement Agreement’s terms and conditions and
23 pursuant to California Code of Civil Procedure section 382 as follows:

24 [A]ll persons employed by The Boatyard, Inc. and paid on an hourly
25 basis at any location in California at any time between June 22, 2019
26 and June 7, 2024.
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28

1 6. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Ronald W. Makarem and Daniel J. Bass of Makarem & Associates, APLC
3 (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

4 7. Solely for the purposes of the proposed settlement, the Court does hereby
5 preliminarily approve Plaintiff as Class Representative.

6 8. Solely for the purposes of the proposed settlement, the Court does hereby
7 preliminarily approve of and appoint CPT Group, Inc. (“CPT”), as the Parties’ Settlement
8 Administrator, and approves of settlement administration costs of up to \$11,000.00.

9 9. The Court finds that the section of the Settlement Agreement regarding the
10 disposition of uncashed checks complies with California Code of Civil Procedure Section 384 by
11 providing that for any Class Member whose Individual Class Payment check is uncashed and
12 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
13 to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby
14 leaving no “unpaid residue.”

15 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
16 _____, 2024, in Department 41 of this Court, to review the notice process and
17 objections, if any, and to determine whether the proposed settlement on the terms and conditions
18 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
19 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
20 into; and to determine the amount of attorneys’ fees and costs that should be awarded to Class
21 Counsel and the amount of the Class Representative Incentive Award that should be awarded to
22 the Plaintiff.

23 11. The Settlement Administrator shall supervise and administer the notice procedure
24 pursuant to the terms of the Settlement Agreement.

25 a. Within fifteen (15) calendar days of entry of Preliminary Approval
26 Defendants shall provide the Settlement Administrator with the Class Data for
27 purposes of mailing the Notice to Settlement Class Members.
28

- 1 b. Within fourteen (14) calendar days of entry of receiving the Class Data the
2 Settlement Administrator will mail copies of the Notice to all Settlement Class
3 Members via regular First Class U.S. Mail.
- 4 c. Sixty (60) calendar days after the Settlement Administrator mails the Notice to
5 Settlement Class Members (plus an additional 14 days for Class Members
6 whose Class Notice is re-mailed) is the last date on which Settlement Class
7 Members may postmark written requests for exclusion or a Notice of Objection
8 to the Settlement.
- 9 d. No later than five (5) calendar days after the Response Deadline the Settlement
10 Administrator shall provide counsel with a complete list of all Settlement Class
11 Members who have timely submitted written requests for exclusion.

12 12. In order to elect not to participate in the Settlement, a Class Member must sign a
13 Request for Exclusion Form and mail the form to the Settlement Administrator no later than sixty
14 (60) calendar days after the initial mailing of the Class Notice to Class Members (plus an additional
15 14 days for Class Members whose Class Notice is re-mailed). The timeliness of submitted Request
16 for Exclusion Forms will be determined by valid postmark.

17 13. Only Settlement Class Members who do not opt out of the Settlement may object
18 to the Settlement. A Participating Class Member who elects to send a written objection to the
19 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
20 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). The
21 written objection must (1) identify the case name and number of the Action; (2) include the Class
22 Member's full name, address and telephone number, and email address (if the objector has one);
23 (3) state the reason for the Class Member's objection; (4) state whether the Class Member or their
24 attorney intend to appear at the final approval hearing and their attorney's name, if applicable; and
25 (5) be signed by the Class Member. In the alternative to sending such written objections to the
26 Administrator, Participating Class Members may appear in Court (or hire an attorney to appear in
27 Court) to present verbal objections at the Final Approval Hearing.

1 14. The Court's preliminary approval of the Settlement Agreement is not to be deemed
2 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or
3 defenses asserted in the action.

4 15. The Court reserves the right to adjourn the date of the Final Approval Hearing
5 without further notice to the Class Members, and it will retain jurisdiction to consider all further
6 applications arising out of or connected with the proposed Settlement.

7 **IT IS SO ORDERED.**

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9 Dated: _____, 2024

Judge of the Superior Court

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