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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHRIS MOORER, individually, and on behalf of
other members of the general public similarly
situated; FAZON WILLIAMS, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

PROVANTAGE CORPORATE SOLUTIONS,
LLC, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 21STCV24842

Consolidated with Case No. 23STCV13610

[Hon. Carolyn B. Kuhl, Department 12]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 25, 2025
Time: 10:30 a.m.
Department: 12

Complaint Filed: July 7, 2021
FAC Filed: November 4, 2024

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1 Plaintiffs Chris Moorer (“Moorer”) and Fazon Williams’ (“Williams”) (collectively, “Plaintiffs”)
2 Motion for Preliminary Approval of Class Action Settlement came on for hearing before this Court on
3 February 25, 2025.

4 **I. RECITALS**

5 1. On July 7, 2021, Moorer filed his Complaint in Los Angeles County Superior Court,
6 alleging violations of California Business and Professions Code §§ 17200, et seq. The *Moorer* action
7 was initially assigned to the Honorable Maren Nelson of the Los Angeles County Superior Court. On
8 August 6, 2021, pursuant to Plaintiff Moorer’s peremptory challenge, this matter was reassigned to the
9 Honorable David S. Cunningham. On the Court’s own motion, this matter was reassigned and is
10 currently pending before the Honorable Carolyn B. Kuhl.

11 2. On June 13, 2023, Williams filed his Complaint against Defendant alleging class claims
12 for: (1) failure to provide accurate and itemized wage statements in violation of section 226(a); (2)
13 failure to reimburse business expenses in violation of section 2802; and, (3) violations of California
14 Business and Professions Code §§ 17200, et seq. On August 25, 2023, Williams amended his complaint
15 to add a claim of violations of California Labor Code § 2698, et seq. (California Labor Code Private
16 Attorneys General Act of 2004).

17 3. The Williams action was initially assigned to the Honorable David S. Cunningham III of
18 the Los Angeles County Superior Court. On December 19, 2023, the Court deemed the Moorer action
19 and the Williams action related, and reassigned the Williams action to the Honorable Carolyn B. Kuhl.

20 4. On January 26, 2023, the Parties attended a global mediation of both actions with Phyllis
21 Cheng, Esq., the former head of the California Department of Fair Employment and Housing. In
22 connection with the mediation, Defendant produced policies and time and payroll data for the class.
23 With the mediator’s assistance and based upon the mediator’s proposal, the Parties were able to agree to
24 settlement terms, which were negotiated in light of all known facts and circumstances—including the
25 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
26 issues. The settlement terms were memorialized in the Joint Stipulation of Class Action and PAGA
Settlement and Release (the “Agreement”).

27 5. Per the Agreement, the Parties have agreed to consolidate the matters and on October 31,
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2024, the Parties filed a Stipulation to Consolidate the *Moorer* and *Williams* cases, which was signed by this Court on November 4, 2024. To effectuate the consolidation, Plaintiffs filed the operative First Amended Complaint adding Williams and his claims to the *Moorer* action. Accordingly, the cases have been consolidated and the *Moorer* action is the lead case.

II. FINDINGS

6. The Court conditionally certifies the following Class: all current and former hourly-paid or non-exempt employees of Defendant in California employed from July 7, 2017, through preliminary approval of the Settlement, or 60 days from Defendant's execution of the Agreement, whichever is sooner (the "Class Period").

7. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

III. ORDERS

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

1. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Agreement") submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

2. The Court appoints and designates: (a) Plaintiffs *Moorer* and *Williams* as Class Representatives, and (b) Edwin Aiwazian of Lawyers for Justice, P.C., Larry W. Lee of Diversity Law

1 Group, P.C., Edward W. Choi of the Law Offices of Choi & Associates, P.C., and Dennis Hyun of Hyun
2 Legal, APC, as Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to
3 all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts
4 reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an
5 appearance through his or her own counsel at such Class Member's own expense. Any Class Member
6 who does not enter an appearance or appear on his or her own behalf will be represented by Class
7 Counsel.

8 3. A final fairness hearing on the question of whether the proposed Agreement, the
9 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
10 Labor Workforce & Development Agency, and the Class Representative Award should be finally
11 approved as fair, reasonable, and adequate as to the members of the Class is set for
12 _____, 2023, at __: __ 0 [a./p.]m. in this Court.

13 4. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
14 ("Class Notice"), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
15 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
16 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
17 parties entitled thereto.

18 5. The Court appoints and designates ILYM Group as the Administrator. The Court hereby
19 directs the Administrator to provide the approved Class Notice to Class Members using the procedures
20 set forth in the Agreement.

21 6. Any Class Member may choose to opt out of and be excluded from the settlement as
22 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
23 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
24 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
25 signed by each such Class Member opting out and must otherwise comply with the requirements
26 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
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1 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
2 Judgment.

3 7. Any Class Member may object to the Agreement or express his or her views regarding
4 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
5 issues to be heard and determined by the Court as provided in the Class Notice.

6 8. A Motion for Final Approval shall be filed by the Class Representatives no later than
7 sixteen (16) court days before the final fairness hearing.

8 9. The Court reserves the right to adjourn or continue the date of the final fairness hearing
9 and all dates provided for in the Agreement without further notice to the Class. The Court retains
10 jurisdiction to consider all further applications arising out of or connected with the Agreement.

11 10. Should for whatever reason final approval is not granted, the fact that the Parties were
12 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
13 of whether a class should be certified in a non-settlement context.

14 **IT IS SO ORDERED.**

15 DATED: _____, 2023

THE HONORABLE CAROLYN B. KUHL