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Attorneys for Plaintiff DIONYSIOS YURI SHALLAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DIONYSIOS YURI SHALLAN, an individual,
on behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

v.

SCOTT'S SACRAMENTO RIVER, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No: 34-2020-00288630

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 9, 2021

Hearing Time: 9:00 a.m.

Reservation No. 2562306

Honorable Judge Christopher E. Krueger
Department 54

Trial Date: Not Set

Action Filed: November 16, 2020

The Motion for Preliminary Approval of Class Action Settlement by Plaintiff DIONYSIOS YURI SHALLAN ("Plaintiff") came on for hearing before this Court, the Honorable Christopher E. Krueger. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

1 1. The Court grants preliminary approval to the Settlement based on the terms set
2 forth in Class Action Settlement Agreement (“Agreement”). This Order incorporates by
3 reference the definitions in the Agreement, and all terms defined therein shall have the same
4 meaning in this Order as set forth in the Agreement.

5 2. The Settlement provides for Defendant SCOTT'S SACRAMENTO RIVER, INC
6 (“Defendant”) to pay the Gross Settlement Amount of One Hundred Two Thousand Five
7 Hundred Dollars (\$102,500). The Court preliminarily finds that the Settlement is fair, adequate,
8 and reasonable to the Class, and preliminarily approves the terms of the settlement. This
9 preliminary approval is subject to the objections of Class Members and final review by the
10 Court.

11 3. A Final Approval Hearing shall be held before this Court on _____ at
12 _____ in Department 54 of the Superior Court of the State of California for the
13 County of Sacramento, to determine all necessary matters concerning the Settlement, including:
14 whether the proposed settlement of the Action on the terms and conditions provided for in the
15 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
16 an Order Granting Final Approval should be entered; whether the plan of allocation contained in
17 the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
18 whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class
19 Counsel Litigation Expenses Payment, the Class Representative Service Payments to the
20 Plaintiffs, and Settlement Administration Expenses. The motion for final approval and the
21 motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days
22 before the Final Approval Hearing.

23 4. The Court recognizes that Plaintiff and Defendant stipulate and agree to
24 certification of the Class for settlement purposes only. This stipulation will not be deemed
25 admissible in this or any other proceeding should this Settlement not become final. Whether or
26 not the settlement is finally approved, neither the Agreement, nor any document, statement,
27 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
28

admission by Defendant or any of the Released Parties, Plaintiff, or any person within the definition of the Class.

5. For settlement purposes only, the Court certifies the following Class: “all current and former non-exempt banquet employees who worked for Defendant in the State of California during the period of March 24, 2016 to September 29, 2020.”

6. The Court preliminarily approves Plaintiff as the representative of the Class. The Court preliminarily approves Zakay Law Group, APC, and The JCL Law Firm, APC as counsel for the Class (“Class Counsel”).

7. The Agreement specifies for an attorneys’ fees award not to exceed one-third (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$10,000, proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500, and proposed PAGA payment to the LWDA in an amount not to exceed \$5,000 (75% of which shall be payable to the State of California, and 25% of which shall be payable to the Class). While these awards appear to be within the range of reasonableness, the Court will not approve the amount of attorneys’ fees and costs until the Final Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative Service Payment until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

8. The Court hereby approves, as to form and content, the Class Notice attached as Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court hereby approves on a preliminary basis the Gross Settlement Amount as provided for in the Agreement. It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that investigation and research have been conducted such that

1 counsel for the Parties at this time are able to reasonably evaluate their respective positions. It
2 further appears to the Court that settlement at this time will avoid substantial additional costs by
3 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
4 of the Actions. It further appears that the Settlement has been reached as the result of intensive,
5 serious and non-collusive, arms-length negotiations before an experienced mediator.

6 10. The Court hereby appoints ILYM Group as Settlement Administrator. Within 14
7 days of this Order, Defendant will provide to the Settlement Administrator an electronic database
8 containing each Class Member's Class Data. No later than 14 days after receiving the Class
9 Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via
10 first-class regular U.S. Mail to their last known address.

11 11. Any Class Member may choose to opt out of and be excluded from the Class as
12 provided in the Class Notice by following the instructions for requesting exclusion from the
13 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within
14 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses
15 to opt out of and be excluded from the Class will not be entitled to any recovery under the
16 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
17 comment thereon. Any written request to opt out must comply with the instructions in the Class
18 Notice and be signed by each such person opting out. Class Members who have not validly
19 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
20 Judgment.

21 12. Any Class Member who has not opted out may appear at the final approval
22 hearing and may object or express their views regarding the Settlement, and may present
23 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
24 and determined by the Court as provided in the Class Notice. Class Members will have forty-
25 five (45) days from the date the Class Notices are mailed to postmark their written objections to
26 the Settlement Administrator. Class Members who fail to timely submit objections in the
27 manner specified above shall be deemed to have waived any objections and shall be foreclosed
28 from making any written objection (whether by appeal or otherwise) to the Settlement. Class

Members who fail to timely submit a written objection may still appear at the Final Approval Hearing to object orally in person.

13. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

14. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement.

15. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. CHRISTOPHER E. KRUEGER
JUDGE, SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SACRAMENTO