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Attorneys for Plaintiffs

KAREN JOHNSON and MATTHEW JOHNSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KAREN JOHNSON and MATTHEW
JOHNSON, as individuals and on behalf of
others similarly situated,

Plaintiffs,

v.

PINE VALLEY BIBLE CONFERENCE
ASSOCIATION, INC., a California
religious non-profit corporation; PINE
VALLEY CAMP CHRISTMAS, a
California religious non-profit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2024-00002479-CU-OE-CTL

**[PROPOSED] ORDER ON MOTION FOR
PRELIMINARY APPROVAL**

Dept.: C-62

Judge: Hon. Judy Bae

Action Filed: January 19, 2024

Trial Date: None set

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WHEREAS, this action is pending before this Court as a class action (the

WHEREAS, Class Counsel have applied to this Court for an order preliminarily settling the Action in accordance with a “Class Action and PAGA Settlement (the “Settlement”), which, together with the exhibits annexed thereto, sets forth the conditions for a proposed settlement and final judgment upon the Settlement terms and the Court having read and considered the Settlement and the exhibits;

WHEREAS, the Court has reviewed the following documents, which are

1. Exhibit 1: the proposed Class Notice, which will be sent by the Settlement Administrator to the Class Members along with an envelope stamped and addressed to the Settlement Administrator;

2. Exhibit 2: the proposed Exclusion form.
3. Exhibit 3: the proposed Objection form.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference and adopts the definitions in the Settlement, defined terms shall have the same meaning in this Order as set forth in the fully executed Settlement.

2. For settlement purposes only, the Court hereby:

- (a) Appoints and designates Named Plaintiffs KAREN JOHNSON and JOHNSON (“Class Representatives”), for all purposes, as the representatives of

- (b) Appoints and designates the following attorneys as counsel for the Class and the Class (“Class Counsel”): JENNIFER KRAMER, Kramer Brown Hui LLP; NA COLEMAN, Law Offices of Christina M. Coleman, APC;

- (c) Authorizes Class Counsel to act on behalf of Class Members with respect
consents required by, or which may be given pursuant to, the Settlement, and such

1 other acts reasonably necessary to consummate the Settlement;

2 (d) Appoints and approves Phoenix Class Action as the Settlement
3 Administrators that will send notice to the Class Members of the proposed settlement, including
4 an exclusion form, an objection form, and an envelope stamped and addressed to Phoenix
5 Settlement Administrators; receive and process any exclusion or objection forms; authenticate
6 copies of any and all exclusion and objections forms received by it; notify any parties objecting to
7 the settlement of any continuance of the Final Approval Hearing; calculate and/or distribute
8 payments from the settlement; and provide other services relating to the administration of the
9 settlement as necessary.

10 (e) Approves as to form and content the proposed Notice, proposed exclusion
11 form, and proposed objection form;

12 (f) Approves as to form and content the proposed Request for Exclusion
13 method;

14 (g) Directs the Settlement Administrator to mail the Notice packet, including,
15 but not limited to, the exclusion form and the objection form, and a stamped envelope addressed
16 to the Settlement Administrator, to the Class Members by first class mail within the deadlines and
17 in the manner provided for in the Settlement;

18 (h) Directs the Settlement Administrator to send a reminder postcard to every
19 Class Member from whom no exclusion request is received within 30 days of mailing the notice
20 and accompanying exclusion and objection forms;

21 (i) Instructs the Parties and the Settlement Administrator to provide each Class
22 Member with an opportunity to submit, to the Settlement Administrator, a Request for Exclusion
23 from the Settlement;

24 (j) Instructs that any exclusion forms and any objection forms be submitted to
25 the Settlement Administrator rather than filed with the Court, and that there be no requirement
26 that any exclusion forms or objection forms be sent to counsel for any of the Parties;

27 (k) Instructs the Settlement Administrator to authenticate copies of the
28 exclusion and objections forms received by it in a declaration filed concurrently with Plaintiffs'

1 contemplated motion for final approval;

2 (l) Preliminarily approves the estimated Settlement Administration Costs; and

3 (m) Preliminarily approves the Settlement, including the Class Representative
4 Service Payment to be paid to the Class Representatives, subject only to the objections of Class
5 Members and final review by the Court.

6 3. In conjunction with these orders, the Court finds as follows:

7 (a) The Court has reviewed the monetary recovery and prospective relief that
8 is being granted as part of the Settlement and recognizes the significant value to the Class of that
9 monetary recovery and prospective relief. The Court has reviewed the relevant facts and law,
10 including, but not limited to, all previous pleadings filed in this Action and the Declarations and
11 Points and Authorities submitted by the Parties, and, without asserting any opinion as to the
12 legality of Defendants' previous practices, it appears to the Court on a preliminary basis that the
13 settlement amount is fair, adequate and reasonable as to all potential Class Members when
14 balanced against the probable outcome of further litigation relating to liability and damages
15 issues. It further appears that investigation and research have been conducted such that counsel
16 for the Parties at this time are able to reasonably evaluate their respective positions. It further
17 appears to the Court that settlement at this time will avoid substantial additional costs by all
18 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
19 the Action. It further appears that the Settlement has been reached as the result of intensive,
20 serious and non-collusive, arms-length negotiations.

21 (b) The distribution of the Notice substantially in the manner and form set
22 forth in the Settlement and this Order meets the requirements of due process, is the best notice
23 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
24 entitled thereto.

25 (c) Any Class Member may appear at the Final Approval Hearing and may
26 object or express the Class Members' views regarding the Settlement, and may present evidence
27 and file briefs or other papers, which may be proper and relevant to the issues to be heard and
28 determined by the Court as provided in the Settlement. However, no Class Member or any other

1 person shall be heard or entitled to object, and no papers or briefs submitted by any such person
2 shall be received or considered by the Court, unless on or before 30 days after the date of mailing
3 of the Notice, that Class Member or other person has served by hand or by first class mail written
4 objections and copies of any papers and briefs in support of their position and verification of their
5 membership in the Class upon the Settlement Administrator. Any Class Member who does not
6 make his or her objection in the manner provided for in this Order shall be deemed to have
7 waived such objection and shall forever be foreclosed from making any objection to the
8 Settlement.

9 (d) The Settlement is not a concession or admission, and shall not be used
10 against Defendants or any of the Released Parties as an admission or indication with respect to
11 any claim of any fault or omission by Defendants or any of the Released Parties. Whether or not
12 the Settlement is finally approved, neither the Settlement, nor any document, statement,
13 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
14 event be:

15 i. Construed as, offered or admitted in evidence as, received as or
16 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited
17 to, evidence of a presumption, concession, indication or admission by Defendants or any of the
18 Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

19 ii. Disclosed, referred to, or offered or received in evidence against
20 any of the Defendants or Released Parties in any further proceeding in the Action, or in any other
21 civil, criminal or administrative action or proceeding, except for purposes of settling the Action
22 pursuant to the Settlement or enforcing the terms of the Settlement.

23 4. A Final Approval Hearing shall be held before this Court on [REDACTED], at
24 [REDACTED] a.m. in the Superior Court of California, County of San Diego, Department C-62, to
25 determine all necessary matters concerning the Settlement, including: (a) to review the Settlement
26 and determine whether the Settlement is fair, adequate and reasonable and should be finally
27 approved by the Court; (b) to determine whether a Judgment, as provided in the Settlement,
28 should be entered; (c) to consider any timely objections made pursuant to the Settlement and all

1 responses of the Parties to such objections; and (d) to issue a final ruling on Class Counsel's
2 application for an award of attorneys' fees and costs, the Class Representative's Incentive Award,
3 and the Settlement Administration Costs. Should the Final Approval Hearing be continued, the
4 Settlement Administrator shall give notice to any objecting party of the continuance.

5 5. Schedule of Settlement Proceedings:

- 6 • Deadline for Providing Class List to Settlement Administrator: 21 calendar
7 days after preliminary approval
- 8 • Deadline for Service of Notices to the Class Members, including the
9 objection form, exclusion form, and a pre-stamped envelope: 14 calendar days after preliminary
10 approval
- 11 • Deadline for Postmark of Claim Forms; Request for Exclusion, and/or
12 Objections: 60 days after service of notice
- 13 • Deadline for filing and service of responses to Objections: 5 court days
14 prior to the Final Approval Hearing. Or as otherwise ordered or accepted by the Court.
- 15 • Final Approval Hearing: [REDACTED].

16 6. If, for any reason, the Court does not grant final approval of the Settlement, neither
17 the Settlement nor any ancillary documents, actions, statements or filings in furtherance of a
18 settlement shall be admissible or offered into evidence in this Lawsuit or any other legal
19 proceeding of any kind for any purposes whatsoever.

20 7. All dates and deadlines associated with the Action are hereby stayed, other than
21 those related to the administration of the Settlement of the Action.

22 8. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to
24 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
25 all payments made from the Settlement Fund shall be returned, and the Parties shall revert to their
26 respective positions as of before entering into the Settlement.

27 9. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and all dates provided for in the Settlement without further notice to Class Members, and

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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4 Dated: _____

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JUDGE OF THE SUPERIOR COURT

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