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on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DENISE LOPEZ, an individual, and on behalf of all others similarly situated,

Plaintiff,

v.

RPSS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV10361

[Assigned for all purposes to the Hon. Carolyn B. Kuhl in Dept. 12]

[PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

This Court, having considered the Motion of plaintiff Denise Lopez ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Keaton D. Mendoza, David D. Bibiyan, Denise Lopez, and Sean Hartranft, the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members," "Class Members") for the purpose of settlement only: all persons who worked for defendant RPSS, Inc. ("Defendant"), as non-exempt, hourly-paid employees in the State of California during the period from April 24, 2020, through May 30, 2026 ("Class Period").

3. The Court preliminarily appoints the named plaintiff Denise Lopez as Class Representatives, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is 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 extensive and costly investigation and research have been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive and arms-length

negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $300,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to $105,000.00, in addition to actual costs incurred of up to $30,000.00; service award of up to $10,000.00 to Plaintiff; costs of settlement administration of no more than $5,560.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $30,000.00, of which $22,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $7,500.00 (25%) to Aggrieved Employees.

8. "Aggrieved Employees" means all persons who worked for Defendant, as non-exempt, hourly-paid employees in California at any time during the period from April 24, 2023, through the end of the Class Period ("PAGA Period").

9. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

10. Class Member's "Workweek" shall mean any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

11. Defendant represents that there are no more than 10,000 workweeks during the Class Period at the time of mediation. In the event the number of workweeks during the Class Period increases by more than 10%, then the Class Period and PAGA Period will end on the date the class workweeks reach 11,000.

12. The Court deems Apex Class Action LLC ("Apex" or "Settlement Administrator"),

the settlement administrator, and preliminarily approves payment of administrative costs, not to exceed $5,560.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

13. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

14. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Agreement.

15. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

16. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

17. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

18. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List.

19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

20. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

21. Only Participating Class Members may object to the class action components of the Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re mailed).

22. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be overruled.

23. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail.

24. Defendant shall fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments within thirty (30) calendar days after the final approval (assuming there are no objections, appeals, etc.) or September 25, 2027, whichever is later (i.e., no sooner than September 25, 2027).

25. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

26. Participating Class Members will receive an Individual Settlement Payment. Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be transmitted to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

27. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by _____.

28. A Final Approval Hearing shall be held with the Court on _____ at _____ in Department 12 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the

amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: _____

_____
Judge of the Superior Court