

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
3 E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
4 E-Mail: jramli@justiceforworkers.com
9575 Bolsa Ave,
5 Westminster, CA 92683
Tel: 323-922-2000
6 Fax: 323-922-2000

7 Attorneys for Plaintiff DANIELLE MANLEY

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SONOMA**
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12 DANIELLE MANLEY, an individual and on
behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 HANGER PROSTHETICS & ORTHOTICS
16 WEST, INC., a California corporation; and
DOES 1 through 50,

17 Defendants.
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Case No.: 24CV05962

[Assigned for All Purposes to:
Hon. Jane Gaskell, Dept. 17]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: October 7, 2024

Trial Date: Not Set

1 Having considered the Parties' Joint Stipulation of Class Action and PAGA Settlement and
2 Release (the "Settlement" or "Agreement"), the Memorandum of Points and Authorities in Support of
3 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted
4 in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY
5 ORDERED:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set forth
7 in the Settlement. The Settlement appears to be fair, adequate and reasonable to the Class. Based on
8 a review of the papers submitted by Plaintiff DANIELLE MANLEY ("Named Plaintiff"), the Court
9 finds that the Settlement is the result of arms-length negotiations conducted after Class Counsel had
10 adequately investigated the claims and become familiar with the strengths and weaknesses of the
11 claims. For purposes of this Order, the Court adopts and incorporates all definitions set forth in the
12 Settlement. The assistance of an experienced mediator in the settlement process supports the Court's
13 conclusion that the Settlement is non-collusive.

14 2. For settlement purposes only, the Court conditionally certifies the following class:

15 All current and former hourly-paid or non-exempt employees of
16 Defendant who worked for Defendant within the State of California at
17 any time during the Class Period ("Class Members"), with the Class
18 Period defined as September 9, 2022 through [the date of preliminary
approval, unless shortened at Defendant's election in accordance with
the Settlement Agreement's escalator clause] ("Class Period").

19 3. The settlement of class-action related claims and settlement of claims under the Private
20 Attorney General Act ("PAGA") set forth in the Settlement between Plaintiff and Defendant
21 HANGER PROSTHETICS & ORTHOTICS WEST, INC. ("Defendant") is preliminarily approved as
22 it appears to be proper, to fall within the range of a fair, reasonable and adequate settlement, and to be
23 presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

24 4. For settlement purposes only, the Court appoints Named Plaintiff as Class
25 Representative and Named Plaintiff's counsel, William C. Sung, Tiffany L. Luu, and Joseph C. Ramli
26 of JUSTICE FOR WORKERS, P.C., as Class Counsel.

27 5. The Court approves Phoenix Settlement Administrators to act as the Settlement
28 Administrator.

1 6. The Court approves, as to form and content, the Notice of Proposed Class and
2 Representative Action Settlement (the “Class Notice”) attached as **Exhibit “A”** to the Settlement, and
3 finds that the Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and
4 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date,
5 the proposed settlement terms and of their options, including: (a) the nature of the action, the definition
6 of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (b) Named
7 Plaintiff’s and Class Counsel’s applications for the class representative’s enhancement award, and
8 Class Counsel’s request for attorneys’ fees and litigation costs; (c) a formula used to determine the
9 Class Member’s estimated payment; (d) Settlement Class Members’ rights to appear through counsel
10 if they desire; (e) how to object to the Settlement or submit an opt-out request if a Class Member
11 wishes to do so; and (f) how to obtain additional information regarding the action and the Settlement.

12 7. The Court approves the procedure for Class Members to participate in, request
13 exclusion from or object to, and preserve appeal rights as set forth in the Settlement and the Class
14 Notice.

15 8. The Court finds that the deadlines and method set forth in the Settlement for the mailing
16 of the Notice meet the requirements of due process, provide the best notice practicable under the
17 circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise
18 satisfy the requirements of California law and due process.

19 9. Defendants are directed to provide the Settlement Administrator, not later than thirty
20 (30) days after the Preliminary Approval Date, an electronic database containing Class Member Data,
21 as set forth in the Stipulation of Settlement.

22 10. The Court directs the Settlement Administrator obtain the number of workweeks
23 credited for each Class Member and PAGA Member and other information as necessary, perform
24 address verification measures and mail the Class Notice by first class mail to the Settlement Class
25 Members receiving the data and to otherwise carry out the Settlement according to the terms of the
26 Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the
27 Settlement according to the terms of the Settlement Agreement.

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11. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until sixty (60) days after the mailing of the Class Notice to submit his or her written objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

12. The Court preliminarily approves the handling of unclaimed funds set forth in the Stipulation of Settlement as set forth in the Agreement.

13. In light of the binding nature of a PAGA judgment or settlement on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, 985-986 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 6 2011), PAGA Members (whether or not they are settlement Class Members) shall receive their pro rata portion of the 35% of the PAGA Payment and will have been deemed to have fully released the PAGA Settled Claims. Even if the PAGA Member opts out of the Settlement, PAGA Members cannot opt out of receiving their pro rata portion of the 35% of the PAGA Payment.

14. A final approval hearing shall be held in this Court on [REDACTED] at [REDACTED] a.m./p.m. 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 award to Class Counsel; and (3) the amount of service awards to the Class Representatives. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Neither this Order, the Settlement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendants or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Stipulation of Settlement, or any related agreement or release.

1 16. The Court may, for good cause shown, extend any of the deadlines set forth in this
2 Order.

3 17. Pending further order of this Court, all proceedings in this matter except those
4 contemplated herein and in the Settlement are stayed and suspended until further order of this Court.
5 Pending the Final Fairness and Approval Hearing, Plaintiffs and the Class Members are hereby
6 enjoined from prosecuting the Released Claims against Defendants or the Released Parties.

7 18. The Court recognizes that certification under this Order is for settlement purposes only,
8 and shall not constitute or be construed as a finding by the Court, or an admission on the part of
9 Defendant or any of the Released Parties, of any fault or commission with respect to any claim or that
10 this action is appropriate for class treatment for litigation purposes. Entry of this Order is without
11 prejudice to the rights of Defendant or any of the Released Parties to oppose class certification in this
12 action, should the proposed Settlement not be granted final approval.

13 19. In the event that the Stipulation of Settlement does not receive final approval or the
14 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall
15 be vacated.

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17 Date: _____

Hon. Jane Gaskell
Judge of the Superior Court