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Attorneys for Plaintiff OSCAR ALMANZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HOPE OF THE VALLEY RESCUE MISSION, a
California Nonprofit Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No.: 22STCV17591

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

Hearing Date: April 5, 2024

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: 1

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this Court, on April 5, 2024 in Department 1 before the Honorable Stuart M. Rice, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed herewith. All terms used herein shall have the same meaning as defined in the Agreement.

2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$500,000 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further 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 further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Agreement and in conformity with this Order. The Net Settlement Amount of approximately \$24,333.33 shall equal the amount available for Individual Class Payments after deducting the Court-approved amounts for the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses, and the Administration Expenses Payment. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and the Class Representative Service Payment to Plaintiff should be finally approved as fair,

1 reasonable and adequate as to the members of the Class is scheduled in Department 1 on the date and
2 time set forth in the implementation schedule in Paragraph 11 below. The Agreement specifies for a
3 Class Counsel Fees Payment in the amount not to exceed one-third of the Gross Settlement Amount,
4 currently estimated to be One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-
5 Seven Cents (\$166,666.67) *and* a Class Counsel Litigation Expenses Payment not to exceed Twenty
6 Thousand Dollars and Zero Cents (\$20,000.00). The Agreement also specifies for a Class Representative
7 Service Payment in the amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to
8 Plaintiff. The Agreement also specifies for Administration Expenses Payment in the amount not to
9 exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00). While these payments and awards
10 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Fees
11 Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class
12 Representative Service Payments, until the Final Approval Hearing. Class Counsel and the Class
13 Representative will be required to present evidence supporting these requests, including lodestar, prior
14 to final approval.

15 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
16 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
17 of, or to object to, the Settlement as set forth in the Agreement and Notice.

18 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
19 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
20 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
21 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide
22 the best notice practicable under the circumstances and shall constitute due and sufficient notice to all
23 persons entitled thereto.

24 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
25 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
26 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
27 applications for the Class Representative Service Payment to Plaintiff, and Class Counsel's request for
28 attorneys' fees and litigation costs; (3) a formula used to determine the Class Members' estimated

1 Individual Class Payment; (4) how to claim a share of the proceeds under the Settlement, and Class
2 Members' right to appear through counsel if they desire; (5) how to object to the Settlement or to opt-
3 out if a Class Member wishes to do so; and (6) how to obtain additional information regarding the Action
4 and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of
5 California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided
6 adequately advises Class Members of their rights under the settlement. Counsel for the Parties are
7 authorized to correct any typographical errors in the Notice Packet and make clarifications, to the extent
8 the same are found or needed, so long as such corrections do not materially alter the substance of the
9 documents. The Court further finds that the distribution of the Class Notice is substantially in the manner
10 and form set forth in the Agreement and this Order meets the requirements of due process, is the best
11 notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons
12 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the
13 terms set forth in the Agreement.

14 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
15 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of "all non-
16 exempt employees who are or previously were employed by Defendant and performed work in
17 California during the Class Period." The Class Period is the period between May 27, 2018 and August
18 23, 2023.

19 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
20 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
21 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
22 of law and fact predominate, and there is a well-defined community of interest amongst the Class
23 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are
24 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
25 protect the interests of the Class Members; (e) a class action is superior to other available methods for
26 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
27 for the Class.

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9. The Court confirms Plaintiff Oscar Almanza as Class Representative, and Shani O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as Class Counsel.

10. The Court confirms the appointment of Apex Class Action, LLC as the Settlement Administrator.

11. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	15 calendar days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	3 business days after receiving Class Data from Defendants
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Class Representative Service Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 days before the hearing on Plaintiff's Motion for Final Approval of Settlement
g.	Final Fairness Hearing and Final Approval	.

h.	Deadline for Defendants to fund Settlement	Installment One (\$125,000) due July 1, 2024 Installment Two (\$125,000) due October 1, 2024 Installment Three (\$125,000) due January 1, 2025 Installment Four (\$125,000) due April 1, 2025 To the extent final approval is not made by June 15, 2025, the first payment shall be due 21 days after final approval with the second installment due 90 days thereafter, the third installment 90 days after the second installment, and the fourth installment 90 days after the third installment
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Class Representative Service Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	Ten calendar days after Defendant funds the Third Installment, including required employer-side payroll taxes
j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments

12. 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.

13. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.

Dated: _____

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT