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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAMES S. EVANS, on behalf of
himself, all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 2:17-CV-07641-AB (KKx)

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND DENYING AS
MOOT MOTION FOR
RECONSIDERATION**

Before the Court is Plaintiff James S. Evans’ Renewed Motion for Preliminary Approval of Class Action Settlement, (*see* “Mot.,” ECF No. 258), and Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc.’s Motion for Reconsideration of the Court’s Order Denying Preliminary Approval of Class Action Settlement, (*see* ECF No. 255). Plaintiff does not oppose Defendant’s Motion for Reconsideration, and Defendant does not oppose Plaintiff’s Renewed Motion for Preliminary Approval. After reading and considering the arguments presented by the parties, the Court finds these matters appropriate for resolution without further hearings. *See* Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15. For the reasons stated below, the Court **GRANTS** the Renewed Motion for Preliminary Approval and **DENIES as moot** the Motion for Reconsideration.

1 **I. INTRODUCTION**

2 The Court has previously detailed the factual and procedural background of this
3 matter in its orders. For purposes of this Renewed Motion, the Court will summarize
4 the relevant facts only.

5 **A. Factual Background and Procedural History**

6 On September 13, 2017, Plaintiff filed the instant putative class action in the
7 Superior Court of the State of California for the County of Los Angeles asserting: (1)
8 failure to provide hourly wages in violation of California Labor Code §§ 223, 510,
9 1194, 1197, 1997.1, and 1198; (2) failure to pay vacation or holiday pay in violation
10 of Labor Code § 227.3; (3) failure to provide accurate written wage statements in
11 violation of Labor Code § 226; (4) failure to timely pay all final wages in violation of
12 Labor Code §§ 201-203; and (5) unfair competition in violation of Business and
13 Professions Code §§ 17200, *et seq.* (See Declaration of Shaun Setareh (“Setareh
14 Decl.”) ¶ 4, ECF No. 258-1; *see also* Compl., ECF No. 1-1.)

15 On October 18, 2017, Defendant removed the action to federal court pursuant to
16 the Class Action Fairness Act of 2005 (“CAFA”). (See Setareh Decl. ¶ 5; *see also*
17 Notice of Removal, ECF No. 1.)

18 On November 20, 2017, Plaintiff filed the First Amended Complaint, the
19 operative complaint, which added Keineisha Smith¹ as a class representative and
20 asserted the following additional causes of action: (1) failure to provide meal periods
21 in violation of Labor Code §§ 204, 223 226.7, 512, 1198; (2) failure to provide rest
22 periods in violation of Labor Code §§ 204, 223, 226.7, and 1198; and (3) civil
23 penalties under the Private Attorneys General Act of 2004 (“PAGA”). (See Setareh
24 Decl. ¶ 6; *see also* First Am. Compl., ECF No. 12.)

25 Thereafter, Plaintiff filed a motion for class certification. (See Mot. for Class
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27 ¹ On November 14, 2019, the parties stipulated to dismiss Ms. Smith from this action without
28 prejudice. (See ECF No. 92.)

1 Certification, ECF No. 49.) On November 25, 2019, the Court certified the Wage
2 Statement Class, which consisted of all persons employed as hourly-paid employees
3 by Defendant in any store in California at any time during the period beginning one
4 year before the filing of the action through the present. (*See* ECF No. 95.) The Wage
5 Statement Class was “based on Defendant’s purported failure to provide employees
6 with the opportunity to receive paper wage statements.” (*Id.*) The Court also certified
7 the Regular Rate Class, however, the underlying causes of action for this class were
8 dismissed on summary judgment in September 2020. (*See* ECF No. 181.)

9 On January 13, 2020, the Court subsequently ordered that the Notice
10 Administrator provide notice to the members of the certified Wage Statement Class.
11 (*See* ECF No. 101.) A total of 200,787 notices were mailed, and of the total notices
12 mailed, 2,557 notices were returned, 29 notices were forwarded, and 127 opt-out
13 requests were received. (*See* Setareh Decl. ¶ 14.)

14 Thereafter, at the eve of trial, Plaintiff and Defendant reached a non-
15 reversionary settlement agreement through arms-length negotiations. (*See* Setareh
16 Decl. ¶¶ 19-22.) The parties had commenced settlement discussions during a private
17 mediation conducted by Michelle Yoshida of Philips ADR and continued these
18 discussions until the morning of the Final Pre-Trial Conference on April 30, 2021
19 when the parties ultimately reached a Settlement Agreement. (*Id.*)

20 On September 3, 2021, Plaintiff filed his initial Motion for Preliminary
21 Approval, and the Court heard oral argument on December 3, 2021.² (*See* ECF Nos.
22 252, 254.) On March 21, 2022, the Court issued its ruling denying the motion for
23 preliminary approval on the grounds that the class action release in the Settlement
24 Agreement did not comport with *Amaro v. Anaheim Arena Management, LLC*, 69 Cal.

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² On October 15, 2021, Ana Anguiano-Tamayo filed a Motion to Intervene and Object to Approval of the Settlement. (*See* ECF No. 241.) The Court heard oral argument on December 3, 2021. (*See* ECF No. 254.) On March 18, 2022, the Court issued an order denying the Motion to Intervene. (*See* ECF No. 253.)

1 App. 5th 521 (2021). (See ECF No. 254.)

2 On April 4, 2022, Defendant filed an unopposed Motion for Reconsideration
3 regarding the Court’s March 21, 2022 Order. (See ECF No. 255.) On May 6, 2022,
4 the Court heard oral argument regarding the unopposed Motion for Reconsideration,
5 and thereafter issued an Order directing the parties to file a renewed Motion for
6 Preliminary Approval no later than June 3, 2022. (See ECF Nos. 256, 257.)

7 On June 1, 2022, Plaintiff filed the instant Renewed Motion for Preliminary
8 Approval, which included an Amended Settlement Agreement with a class release that
9 is consistent with *Amaro*. (See Mot. at 1:13-16.)

10 **B. Amended Settlement Agreement**

11 The parties agreed to settle the wage statement claim only on a class-wide basis
12 for \$35 million (\$35,000,000.00). (See Setareh Decl. ¶ 24, Ex. 2³ at ¶ 5.1.) The
13 Amended Settlement Agreement defines the Settlement Class as “all Walmart
14 Associates who worked in a non-exempt position at a Walmart Retail Location in
15 California during the period of one year prior to the filing of Plaintiff’s suit through
16 preliminary approval of this matter” excluding Judge Birotte and any of his relatives.⁴
17 (*Id.* at ¶ 2.34.) A Walmart Retail Location is defined as Defendant’s stores,
18 supercenters, and neighborhood markets. (*Id.* at ¶ 2.44.) The Amended Settlement
19 Agreement defines Releasing Settlement Class Members as “the Settlement Class
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22 ³ The Court cites to Exhibit 2 of Mr. Setareh’s Declaration, which is the redline version of the
23 Amended Settlement Agreement, because Exhibit 1 of Mr. Setareh’s Declaration is the Settlement
24 Agreement that does not include the redlines that are discussed in the Renewed Motion nor included
25 in the Long Form Notice of Class Settlement. The Court will assume this was a clerical oversight by
26 Plaintiff, but the parties must submit the signed, non-redline Amended Settlement Agreement with
27 their Motion for Final Approval of Class Settlement.

28 ⁴ For purposes of this Preliminary Approval Order, the Court adopts and incorporates by reference
the definitions in the Amended Settlement Agreement, and all capitalized terms used herein, unless
otherwise defined, shall have the same meanings as ascribed to them in the Amended Settlement
Agreement. All time periods set forth in the Preliminary Approval Order will be computed in
calendar days and pursuant to the terms of Rule 6(a) of the Federal Rules of Civil Procedure, unless
otherwise explicitly specified.

1 Representative and all Settlement Class Members, other than those who submit timely
2 and valid Requests to Opt Out.” (*Id.* at ¶ 2.30.)

3 Section 12.1 of the Amended Settlement Agreement states that the Releasing
4 Settlement Class Members agree to a release the following claims against Defendant
5 in exchange for the benefits enumerated in the Amended Settlement Agreement:

6 Subject to final approval by the Court of the Settlement, and for good and
7 valuable consideration set forth herein, the receipt and sufficiency of
8 which is hereby acknowledged, all Releasing Settlement Class Members
9 do hereby irrevocably release, acquit, and forever discharge all of the
10 Releasees of and from any and all actual or potential claims, rights,
11 demands, charges, complaints, causes of action, obligations, damages,
12 penalties, debts, costs and expenses (other than those payments, costs,
13 and expenses required to be paid pursuant to this Agreement), liens, or
14 liabilities of any and every kind, that reasonably arise out of the same set
15 of operative facts plead in the Complaint or First Amended Complaint in
16 the Lawsuit, with respect to claims that Walmart violated Section 226 of
17 the Labor Code, whether known or unknown, whether such allegations
18 were or could have been based on common law or equity, or on any
19 statute, rule, regulation, order, or law, whether federal, state, or local and
20 whether for damages, wages, penalties or injunctive or any other kind of
21 relief (“the Released Claims”).

22 (*Id.* at ¶ 12.1.)

23 The \$35 million settlement is based upon approximately 25% of the total
24 potential recovery of the wage statement claim (i.e., \$554,676,800⁵) after Plaintiff
25 applied two 50% discounts. (*See* Mot. at 31:10-14; *see also* Setareh Decl. ¶¶ 39-42.)
26 The 50% discounts were applied because of several risks that are inherent in the
27 continued litigation of this matter. (*Id.*)

28 The settlement amount for each Settlement Class Member is calculated based
on the total number of pay periods each Settlement Class Member worked during the

⁵ This is an extrapolation based on the data previously provided adjusting for an increase in the class size to 265,000. (*See* Mot. at 3:27-28.)

1 class period. (*See* Mot. at 16:16-26.) However, if a Settlement Class Member’s wage
2 statements were always furnished as a detachable part of a paper check, their
3 settlement amounts will be proportionally lower than the settlement amounts for
4 Settlement Class Members who did not receive all of their wage statements as a
5 detachable part of a paper check. (*Id.* at 11:27-12:3.) The average Settlement Share is
6 estimated to be \$83.61 before taxes. (*See* Setareh Decl. ¶ 44.) The amount paid to
7 each Settlement Class Member will be allocated entirely as penalties, and no
8 withholdings will be made. (*See id.* at ¶ 24.)

9 In addition, \$500,000.00 of the Class Settlement Amount will be allocated for
10 the civil penalties under PAGA, with 75% of that amount (i.e., \$375,000.00) being
11 paid to the Labor and Workforce Development Agency, and the remaining 25% (i.e.,
12 \$125,000.00) being included as part of the Net Settlement Amount for distribution to
13 the Settlement Class Members. (*See* Setareh Decl. ¶ 24, Ex. 2 at ¶ 5.2.4.)

14 Pursuant to the Amended Settlement Agreement, settlement checks that are
15 uncashed after ninety (90) days from the date the check is mailed and after the
16 Settlement Administrator sends a reminder postcard to the Settlement Class Member
17 will be paid to State of California Unclaimed Property Fund in the name of the
18 Settlement Class Member. (*See id.* at ¶ 24, Ex. 2 at ¶¶ 10.3-10.4.) None of the Class
19 Settlement Amount will revert to Defendant. (*See* Mot. at 32:15-16.)

20 Plaintiff requests a \$20,000.00 Service Payment to be paid out of the Class
21 Settlement Amount for the approximately 75 hours spent in connection with this case.
22 (*See* Declaration of James S. Evans (“Evans Decl.”), ¶¶ 7-8, ECF No. 258.) Class
23 Counsel intends to seek up to one-third of the Settlement Fund (i.e., \$11,666,666.66)
24 in attorneys’ fees, and a reimbursement of \$250,000.00 for out-of-pocket costs
25 incurred in the action. (*See* Setareh Decl. ¶ 30.) The estimated amount of costs for
26 the settlement and notice administration are approximately \$535,475.00. (*Id.* at ¶ 36.)

27 **II. LEGAL STANDARD**

28 Federal Rule of Civil Procedure (“Rule”) 23 requires that class action

1 settlements satisfy two primary prerequisites before a court may grant preliminary
2 approval: (1) that the settlement class meets the requirements for class certification if
3 it has not yet been certified; and (2) that the proposed settlement is “fair, adequate,
4 and reasonable.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020, 1026 (9th Cir.
5 1988), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338
6 (2011); *see* Fed. R. Civ. P. 23(a), (e)(2).

7 As a threshold for class certification, the proposed class must satisfy four
8 prerequisites under Rule 23(a). First, the class must be so numerous that joinder of all
9 members individually is impracticable. Fed. R. Civ. P. 23(a)(1). Second, there must
10 be questions of law or fact common to the class. Fed. R. Civ. P. 23(a)(2). Third, the
11 claims or defenses of the class representative must be typical of the claims or defenses
12 of the class as a whole. Fed. R. Civ. P. 23(a)(3). Finally, the proposed class
13 representatives and proposed class counsel must be able to protect the interests of all
14 members of the class fairly and adequately. Fed. R. Civ. P. 23(a)(4).

15 If all four prerequisites of Rule 23(a) are satisfied, a court must then determine
16 whether to certify the class under one of the three subsections of Rule 23(b). Under
17 Rule 23(b), the proposed class must establish that: (1) there is a risk of substantial
18 prejudice from separate actions; (2) declaratory or injunctive relief benefitting the
19 class as a whole would be appropriate; or (3) common questions of law or fact
20 predominate such that a class action is superior to other methods available for
21 adjudicating the controversy at issue. Fed. R. Civ. P. 23(b).

22 In analyzing whether the proposed class meets the requirements for
23 certification, a court must take the substantive allegations of the complaint as true and
24 may consider extrinsic evidence submitted by the parties. *See Blackie v. Barrack*, 524
25 F.2d 891, 901 (9th Cir. 1975).

26 Finally, upon a finding that the requirements of Rule 23(a) and 23(b) are
27 satisfied, the Court must ensure that the proposed settlement is “fair, reasonable, and
28

1 adequate” under Rule 23(e). Fed. R. Civ. P. 23(e)(2). The Ninth Circuit has provided
2 a non-exhaustive list of fairness factors. *See Officers for Just. v. Civ. Serv. Comm'n of*
3 *City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982). Courts evaluate the
4 settlement as a whole, rather than its individual parts, to determine its overall fairness.
5 *Id.* Courts must also consider the adequacy of the proposed settlement notice. *Id.* at
6 1025; *see also* Fed. R. Civ. P. 23(e).

7 **III. DISCUSSION**

8 **A. Class Certification**

9 On November 25, 2019, the Court certified the Wage Statement Class in the
10 instant matter pursuant to Rule 23(a) and (b). (*See* ECF No. 95.) Thereafter, the
11 Court denied Defendant’s Motion for Decertification on September 14, 2020. (*See*
12 ECF No. 182.) Accordingly, because the certified Wage Statement Class has not
13 changed, the Court reconfirms its order certifying the Wage Statement Class. *See e.g.*,
14 *Harris v. Vector Marketing*, No. C–08–5198, 2012 WL 381202 at *3 (N.D. Cal. Feb.
15 6, 2012) (“As a preliminary matter, the Court notes that it previously certified . . . a
16 Rule 23(b)(3) class . . . [and thus] need not analyze whether the requirements for
17 certification have been met and may focus instead on whether the proposed settlement
18 is fair, adequate, and reasonable.”); *In re Apollo Group Inc. Securities Litigation*, Nos.
19 CV 04–2147–PHX–JAT, CV 04–2204–PHX–JAT, CV 04–2334–PHX–JAT, 2012
20 WL 1378677 at *4 (D. Ariz. Apr. 20, 2012).

21 **B. Fairness of Settlement Agreement**

22 For preliminary approval of a class settlement, the Court determines whether
23 the proposed settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2).
24 To determine whether a settlement agreement meets the above standards, a district
25 court may consider some, or all, of the following factors:

- 26 (1) the strength of the plaintiff’s case; (2) the risk, expense,
27 complexity, and likely duration of further litigation; (3) the
28 risk of maintaining class action status throughout the trial;

1 (4) the amount offered in settlement; (5) the extent of
2 discovery completed and the stage of the proceedings; (6)
3 the experience and views of counsel; (7) the presence of a
4 governmental participant; and (8) the reaction of the class
members of the proposed settlement.

5 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)
6 (quoting *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)); *see*
7 *Officers for Just.*, 688 F.2d at 625 (noting that the list of factors is “by no means an
8 exhaustive list of relevant considerations”).

9 It appears to the Court on a preliminary basis that the Amended Settlement
10 Agreement is fair, adequate, and reasonable when considering that it provides Class
11 Members with a definite recovery and is in proportion to the strengths and challenges
12 associated with (1) achieving and maintaining certification on the claims, and (2)
13 establishing liability for all claims. Specifically, the Court recognizes the significant
14 value of the monetary recovery provided to Class Members and finds that such
15 recovery is fair, adequate, and reasonable when balanced against further litigation
16 related to liability and damages issues.

17 It further appears to the Court at this time that: (1) extensive and costly
18 investigation, formal and informal discovery, research and litigation have been
19 conducted such that Class Counsel and Defense Counsel are able to reasonably
20 evaluate their respective positions; (2) the Amended Settlement Agreement will avoid
21 substantial additional costs by all parties, and avoid the risks and delay inherent to
22 further prosecution of this action; (3) the Amended Settlement Agreement has been
23 reached as the result of intensive, serious and non-collusive, arms-length negotiations,
24 which commenced during a private mediation conducted by Michelle Yoshida of
25 Philips ADR and continued until the morning of the Final Pre-Trial Conference on
26 April 30, 2021. (*See Mot.* at 10:6-9; 10:25-11:3.) The Court observes that the
27 Amended Settlement Agreement was reached after considerable investigation—
28 including the depositions of Plaintiff, Defendant’s Person Most Knowledge, and the

1 parties' retained experts, as well as the analysis of Defendant's employment policies,
2 time-keeping policies, and payroll records. (*See* Mot. at 3:13-4:23; 7:13-8:10.)
3 Accordingly, the Amended Settlement Agreement reflects the strengths and
4 vulnerabilities of Plaintiff's case, the risks of class certification, and the risks of
5 proceeding on the merits of the claims. When taking these risks into account, at this
6 juncture, the Court finds that the Amended Settlement Agreement is in the best
7 interests of the Class.

8 Accordingly, the Court finds on a preliminary basis that the Amended
9 Settlement Agreement appears to be within the range of reasonableness of a settlement
10 that could ultimately be given final approval by this Court. Under the Amended
11 Settlement Agreement, Defendant will pay \$35,000,000.00 to fully and finally settle
12 this matter. This total settlement payment of \$35,000,000.00 is non-reversionary and
13 this amount falls within the range of similar settlements. As such, the Court
14 **GRANTS** Plaintiff's Unopposed Renewed Motion for Preliminary Approval of Class
15 Action Settlement pursuant to Rule 23(e). The Court has broad discretion to grant
16 preliminary approval of class action settlement under the circumstances here, where it
17 is "fair, adequate, reasonable, and not a product of collusion." *Hanlon v. Chrysler*
18 *Corp.*, 150 F.3d 1101, 1026 (9th Cir. 1998).

19 Should, for whatever reason, the Amended Settlement Agreement not become
20 final, the Amended Settlement Agreement shall be deemed null and void, and the
21 parties to the Amended Settlement Agreement shall be deemed to have reverted to
22 their respective status as of the date and time immediately prior to the execution of the
23 Amended Settlement Agreement.

24 For settlement purposes only, and pursuant to Rule 23(g), the Court hereby
25 appoints: (1) Plaintiff James S. Evans as the Class Representative; (2) Shaun Setareh
26 and William M. Pao of Setareh Law Group and Stanley D. Saltzman of Marlin &
27 Saltzman LLP as Class Counsel; and (3) the Phoenix Settlement Administrator as the
28 Settlement Administrator to administer the settlement of this matter, as more

1 specifically set forth in the Amended Settlement Agreement.

2 The Court approves, as to form and content, the proposed Postcard Notice of
3 Class Action Settlement (attached as **Exhibit A** to the Declaration of Class Counsel)
4 and, the Long Form Notice of Class Action Settlement (attached as **Exhibit B** to the
5 Declaration of Class Counsel) (collectively referred to as the “Notices of Class Action
6 Settlement”).

7 The Court finds that the Notices of Class Action Settlement fairly and
8 adequately advise Class Members of the terms of the Amended Settlement Agreement
9 and the benefits available to Class Members thereunder. The Court further finds that
10 the Notices of Class Action Settlement advise of the pendency of the Action, of the
11 Amended Settlement Agreement, of Class Members’ right to receive their share of the
12 Settlement, of the scope and effect of the Amended Settlement Agreement’s Released
13 Claims, of Class Members’ rights and obligations relating to the prospective relief
14 provided through the Settlement, of the preliminary Court approval of the proposed
15 Settlement, of the exclusion and objection timing and procedures, of the date of the
16 Final Approval Hearing, and of the right to file documentation in opposition to the
17 Settlement Agreement and to appear in connection with the Final Approval Hearing.
18 Thus, the Court finds that the Notices of Class Action Settlement clearly comport with
19 all constitutional requirements, including those of due process, and the requirements
20 of Rule 23(c)(2). The Court further finds that the mailing of the Postcard Notice of
21 Class Action Settlement to the last known address of Class Members and the
22 publishing of the Long Form Notice of Class Action Settlement on a website (the
23 “Settlement Website”) dedicated to the administration of the Settlement identified in
24 the Postcard Notice, as specifically described within the Amended Settlement
25 Agreement, with measures taken for verification of addresses, as set forth therein,
26 constitutes an effective method of notifying Class Members of their rights with respect
27 to the Action and this Amended Settlement Agreement.

28 Within **thirty (30)** calendar days after the entry of this Preliminary Approval

1 Order, Defendant will provide (at no cost to the Settlement Fund, Settlement Class
2 Counsel, or the Settlement Administrator) to the Settlement Administrator the
3 Settlement Class List in electronic form or such other form as is reasonably available
4 to Defendant.

5 No later than **twenty (20)** days of receipt of the Settlement Class List, the
6 Settlement Administrator shall cause a copy of the Postcard Notice, substantially in
7 the form annexed hereto as Exhibit A, to be mailed by first-class mail, postage pre-
8 paid, to all members of the Settlement Class at the address of each such person as set
9 forth in the records maintained by Defendant, or who otherwise can be identified
10 through reasonable effort.

11 No later than the date on which the Postcard Notice is mailed to all members of
12 the Settlement Class, the Long Form Notice, substantially in the form annexed hereto
13 as Exhibit B, shall be published on the Settlement Website. The Amended Settlement
14 Agreement, this Order, and all other pertinent information and documents shall also be
15 placed on the Settlement Website. In addition, a toll-free telephone number, email
16 and physical mailing address will be made available for Settlement Class Members to
17 contact the Settlement Administrator or Class Counsel directly.

18 Settlement Class Members have **forty-five (45)** days from the date of the
19 Postcard Notice of Class Action Settlement being mailed to file an objection to the
20 Settlement Agreement. To object, a Settlement Class Member must send to the
21 Settlement Administrator a written objection, which is signed and dated, that includes
22 the following: (1) an indication that they wish to object to the Settlement (or similar
23 language); (2) the basis for the objection; (3) the Settlement Class Member's name,
24 address, the location and dates of their employment with Defendant; (4) and notice of
25 any intent to appear at the Final Approval Hearing. The written objection must be
26 postmarked or otherwise received by the Settlement Administrator on or before the
27 deadline.

28 Furthermore, Settlement Class Members have **forty-five (45)** days from the
12.

1 date of the Postcard Notice of Class Action Settlement being mailed to opt out or be
2 excluded from the Settlement. To opt out, a Settlement Class Member must submit a
3 written request, which is signed and dated, to the Settlement Administrator stating that
4 they wish to be excluded from the Settlement (or similar language) and contain the
5 Settlement Class Member's name, address, and the location and dates of their
6 employment with Defendant.

7 The Final Approval Hearing shall be held on **December 2, 2022 at 10:00 a.m.**,
8 in the United States District Court, Central District of California, Courtroom 7B,
9 located at 350 W. 1st Street, Los Angeles, California, 90012, to consider the fairness,
10 adequacy, and reasonableness of the Amended Settlement Agreement and Class
11 Counsel's requests for: (a) PAGA penalties; (b) Class Representatives' Enhancement
12 Payments; (c) the Class Counsel Fees Award; (d) the reimbursement of Litigation
13 Expenses; and (e) Settlement Administrator Costs. All briefs and materials in support
14 of the Final Approval Order and the Motion for Class Representative Payments and
15 Class Counsel Fees and Expenses shall be filed with this Court **thirty-five (35)** days
16 before the Final Approval Hearing.

17 Pending further orders of this Court, all proceedings in this matter, except those
18 contemplated in this Preliminary Approval Order and in the Amended Settlement
19 Agreement, are hereby **STAYED**. To the extent permitted by law, pending final
20 determination as to whether the Amended Settlement Agreement should be approved,
21 the Court hereby **ORDERS** that the Class Representative and all Class Members,
22 whether directly, representatively, or in any other capacity, shall not prosecute any
23 claims or actions against Releasees that would be released by the Released Claims if
24 final approval of the Amended Settlement Agreement is granted.

25 The Court expressly reserves the right to adjourn or continue the Final
26 Approval Hearing from time to time without further notice to Class Members.

27 This Order, which conditionally certifies a class action for settlement purposes
28 only, shall not be cited in this or any matter for the purpose of seeking class

1 certification, opposing decertification, or for any other purpose, other than enforcing
2 the terms of the Amended Settlement Agreement.

3 If the Court grants Final Approval, each Settlement Class Member and their
4 successors shall conclusively be deemed to have released the Released Claims as set
5 forth in the Amended Settlement Agreement and Notices of Class Action Settlement,
6 against Releasees (as defined in the Amended Settlement Agreement), and all such
7 Settlement Class Members and their successors shall be permanently enjoined and
8 forever barred from asserting any Released Claims against Releasees.

9 **IV. CONCLUSION**

10 For the foregoing reasons, the Court hereby **ORDERS** that:

- 11
12 1. The Unopposed Renewed Motion for Preliminary Approval of
13 Class Settlement is **GRANTED**.
- 14 2. The Court **APPROVES** the establishment of the Qualified
15 Settlement Fund in accordance with the terms of the Amended
16 Settlement Agreement.
- 17 3. A Final Approval Hearing will be held on **December 2, 2022 at**
18 **10:00 a.m.**, in the United States District Court, Central District of
19 California, Courtroom 7B, located at 350 W. 1st Street, Los
20 Angeles, California, 90012.
- 21 4. Any member of the Settlement Class may appear at the Final
22 Approval Hearing and show cause why the proposed settlement
23 as embodied in the Settlement should or should not be approved
24 as fair, reasonable, adequate, and in the best interests of the Class,
25 or why the Judgment should or should not be entered thereon,
26 and/or to present opposition to the distribution of the settlement
27 fund or to the application of Settlement Class Counsel for
28 Attorneys' Fees and reimbursement of Litigation Expenses.
However, no Settlement Class Member or any other person shall
be heard or entitled to contest the approval of the terms and
conditions of the Settlement, or, if approved, the Judgment to be
entered thereon approving the same, or the terms of the

1 distribution of the settlement fund or the application by
2 Settlement Class Counsel for an award of attorneys' fees and
3 reimbursement of Litigation Expenses, unless that Settlement
4 Class Member has served written objections, by hand, first-class
5 mail postage pre-paid or electronic mail no later than the deadline
6 for objections as set forth in the Notices of Class Action
7 Settlement.

8 5. Defendant's Motion for Reconsideration is **DENIED as moot.**

9 **IT IS SO ORDERED.**

10 Dated: June 30, 2022



11 HONORABLE ANDRÉ BIROTTE JR.
12 UNITED STATES DISTRICT COURT JUDGE
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