

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 9880 Research Drive, Suite 200
6 Irvine, CA 92618
7 Tel.: (949) 387-7200
8 Fax: (949) 387-6676
9 Email: James@jameshawkinsaplc.com
10 Email: Greg@jameshawkinsaplc.com
11 Email: Michael@jameshawkinsaplc.com

12 Attorneys for Plaintiff MARK D. TAFT,
13 individually and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 MARK D. TAFT, individually and on behalf
17 of all others similarly situated,

18 Plaintiff,

19 v.

20 SALADINO'S INC., a California Corporation;
21 and DOES 1-50, inclusive,

22 Defendants.

CASE NO.: 34-2021-00304 595

Hon. ~~Lauri A. Damrell~~

~~Rajiv A. Patel~~

23 **AMENDED ~~[PROPOSED]~~ ORDER**
24 **GRANTING MOTION FOR**
25 **PRELIMINARY APPROVAL OF CLASS**
26 **ACTION SETTLEMENT**

Date: October 20, 2023

Time: 9:00 a.m.

Dept.: ~~28G~~

FILED
Superior Court of California
County of Sacramento

12/12/2023

T. Shaddix, Deputy



1 **ORDER**

2 This matter came on for hearing on October 20, 2023 at 9:00 a.m. in Department 27 of the
3 above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation for Class Action Settlement (hereinafter
5 "Settlement Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Amended Settlement Agreement, including the Amended proposed Notice of Proposed
9 Settlement Class Action Settlement, and in recognition of the Court's duty to make a preliminary
10 determination as to the reasonableness of any proposed class action settlement, and if
11 preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class
12 Members in accordance with due process requirements, and to set a Final Approval Hearing to
13 consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and
14 reasonableness of any proposed settlement, and having heard the argument of Counsel for the
15 respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
16 **AND ORDERS:**

17 It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA")
18 is fair and reasonable to the Class Members when balanced against the probable outcome of
19 further litigation relating to class certification, the liability and damages issues involved, and the
20 potential for appeals. It further appears that sufficient investigation, research, and litigation has
21 been conducted such that counsel for the Parties at this time is able to reasonably evaluate their
22 respective positions. It further appears that the Settlement at this time will avoid substantial costs,
23 delay and risks that would be presented by the further prosecution of the litigation. It further
24 appears that the proposed Settlement has been reached as the result of intensive, serious and non-
25 collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING,**
26 **THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS**
27 **HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE**
28 **COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY**

1 CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC
2 BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
3 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

4 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
5 appear to be within the range of reasonableness of a settlement which could ultimately be given
6 final approval by this Court. The Court preliminarily finds that the terms of the Settlement are
7 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

8 The Court notes that Defendants have agreed to a non-reversionary GSA of \$450,000.00.
9 Defendant will pay out the entirety of the TSA to the Participating Class Members and PAGA
10 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
11 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
12 penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy
14 have been established to support conditional certification of the Settlement Class for settlement
15 purposes, with Plaintiff acting as the Class Representative.

16 The Court hereby appoints, for settlement purposes, Plaintiff Mark D. Taft as the Class
17 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
18 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
19 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

20 The Class as identified in the Settlement is provisionally certified by this Order.

21 The Court finds that the proposed manner of class notice is adequate.

22 The Court approves APEX Class Action Administrators to serve as the Settlement
23 Administrator.

24 The Court further hereby approves the Amended proposed Notice of Class Action
25 Settlement and Orders to the notice to be mailed to the Settlement Class.

26 The Court finds that the Amended Notice of Class Action Settlement constitutes the best
27 notice practicable under the circumstances, is in full compliance with the laws of the State of
28 California and, to the extent applicable, the United States Constitution and the requirements of

1 due process. The Court further finds that the Notice of Class Action Settlement fully and
2 accurately informs Settlement Class Members of all material elements of the proposed Settlement,
3 of each Settlement Class Member's right to be excluded from the Settlement Class, and each
4 Settlement Class Member's right and opportunity to object to the proposed Settlement. The
5 Amended Notice of Class Action Settlement adequately advises the Class about: the Class Action;
6 the terms of the proposed Settlement and the benefits available to each Settlement Class Member;
7 each Settlement Class Member's right to participate, submit an exclusion/Opt-Out, or Objection
8 to the proposed Settlement, and the timing and procedures for doing so; the temporary and
9 conditional certification of the Settlement Class for settlement purposes only; preliminary Court
10 approval of the proposed Settlement; timing and procedures for distributing the Gross Settlement
11 and the Individual Settlement Payments to the Participating Class Members; and the date of the
12 Final Approval Hearing as well as the rights of the Settlement Class to file documentation in
13 support of or in opposition to and appear in connection with said hearing.

14 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY
15 APPROVES THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that
16 mailing to the last known address of the Settlement Class, as specifically described within the
17 Settlement Agreement, constitutes an effective method of notifying Settlement Class Members
18 of their rights with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY
19 ORDERED that:

20 Upon the Court granting preliminary approval of this Agreement, Defendant shall
21 provide the Settlement Administrator with the Class Information within ten (10) business days
22 for purposes of mailing the Notice of Class Action Settlement to the Class Members. No later
23 than three (3) business days after receipt of the Class Information, the Settlement Administrator
24 shall notify counsel for the Parties that the list has been received and state the number of Class
25 Members included in the Class Information.

26 IT IS FURTHER ORDERED that upon receipt of the Class Information, the Settlement
27 Administrator will perform a search based on the National Change of Address Database to update
28 and correct any known or identifiable address changes. Within thirty (30) calendar days of the

1 Preliminary Approval Date, the Settlement Administrator shall mail copies of the Notice of Class
2 Action Settlement to all Class Members via regular First-Class U.S. Mail with a return postage-
3 paid envelope. The Settlement Administrator shall exercise its best judgment to determine the
4 current mailing address for each Class Member, including performing a skip-trace to identify any
5 updated addresses. The address identified by the Settlement Administrator as the current mailing
6 address shall be presumed to be the best mailing address for each Class Member. A reminder
7 postcard will be mailed out 30 days after the Class Notice is mailed to Class Members.

8 IT IS FURTHER ORDERED that any Notice of Class Action Settlement returned to the
9 Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed
10 once to the forwarding address affixed thereto. If no forwarding address is provided, the
11 Settlement Administrator shall promptly attempt to determine a correct address by use of skip-
12 tracing, or other search using the name, address and/or social security number of the Class
13 Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail
14 within five (5) calendar days of receiving notice that a notice was undeliverable. Class Members
15 who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline
16 extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining
17 original Response Deadline period

18 IT IS FURTHER ORDERED that Class Members who disagree with the number of
19 eligible workweeks stated on their Class Notice will provide documentation and/or an
20 explanation to show contrary information by the Response Deadline. If there is a dispute, the
21 Settlement Administrator will consult with the Parties to determine whether an adjustment is
22 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
23 any Individual Settlement Payments under the terms of this Agreement. The Settlement
24 Administrator's determination of the eligibility for and amount of any Individual Settlement
25 Payment shall be binding upon the Class Members and the Parties. In the absence of
26 circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a
27 rebuttable presumption of accuracy.

28 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement

1 Administrator concerning the administration of the Settlement will be resolved by the Court,
2 under the laws of the State of California. Prior to any such involvement of the Court, counsel for
3 the Parties will confer in good faith to resolve the disputes without the necessity of involving the
4 Court.

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6 IT IS FURTHER ORDERED that Class Members who wish to exclude themselves from
7 the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice will
8 state that the Request for Exclusion: (1) must contain the name, address, and telephone number
9 of the Class Member requesting exclusion; (2) must contain a statement expressing that the Class
10 Member elects to be excluded from the Settlement; (3) must be signed by the Class Member; and
11 (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement
12 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
13 invalid if it does not contain a Class Member's name, address, signature, and a statement
14 requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on
15 the Request for Exclusion shall be the exclusive means used to determine whether a Request for
16 Exclusion has been timely submitted. If the Settlement Administration is unsure of the validity of
17 a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to
18 review and make a determination as to its validity. Any Class Member who requests to be
19 excluded from the Settlement Class will not be entitled to any recovery under the Settlement and
20 will not be bound by the terms of the Settlement or have any right to object, appeal, or comment
21 thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before
22 the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment
23 entered in this Lawsuit if the Settlement is approved by the Court. No later than five (5) calendar
24 days after the Response Deadline, the Settlement Administrator shall provide counsel for the
25 Parties with a complete list of all members of the Settlement Class who have timely submitted a
26 Request for Exclusion.

27 IT IS FURTHER ORDERED that the Amended Notice of Class Action Settlement shall
28 state that Class Members who wish to object to the Settlement may do so in person at the Final

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1 Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be
2 mailed or faxed to the Settlement Administrator by the Response Deadline. The date of mailing
3 on the envelope or the date of the fax transmission shall be deemed the exclusive means for
4 determining that a Notice of Objection was timely received. The Notice of Objection must be
5 signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for
6 the objection; and (3) if the Class Member intends to appear at the Final Approval Hearing. The
7 Settlement Administration must provide a copy of written objections to the Parties within three
8 (3) calendar days of receipt. Class Counsel will ensure that any Notices of Objection received by
9 the Settlement Administrator by the Response Deadline are filed with the Court along with the
10 Motion for Final Approval. Either of the Parties may file a responsive document to any objection
11 at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent
12 an individual objecting to this Settlement who has not filed a written objection must file a notice
13 of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the
14 Response Deadline. Class Counsel shall not represent any Class Members with respect to any
15 such objections.

16 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
17 objection or to present an objection in person at the Final Approval Hearing shall be deemed to
18 have waived any objections and shall be foreclosed from making any objection to the Settlement
19 whether by appeal or otherwise. An individual who submits a valid Request for Exclusion may
20 not object to the Settlement.

21 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on March 15,
22 2024 at 9:00 a.m. in Department 27 of the above captioned Courthouse to consider the fairness,
23 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
24 Granting Preliminary Approval, and to consider the application of Class Counsel for an award of
25 attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
26 Approval Hearing to another date at its discretion.

27 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
28 Final Approval and application for attorneys' fees and costs and class representative enhancement

1 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
2 Approval Hearing.

3 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file
4 an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any
5 reason whatsoever, the Amended Settlement Agreement and the proposed Settlement which is the
6 subject of this Order and all evidence and proceedings had in connection therewith shall be
7 without prejudice to the status quo ante rights of the Parties to the litigation as more specifically
8 set forth in the Settlement Agreement.

9 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
10 this matter except those contemplated herein and in the Amended Settlement Agreement are
11 stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
13 Hearing from time to time without further notice to the Class.

14 IT IS SO ORDERED.

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16 Dated: 12/12/2023, 2023



Jill Talley
Honorabl ~~Lauri A. Damrell~~
Raj/aa^
JUDGE OF THE SUPERIOR COURT

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