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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

RAMIRO CLAVEL, individually, and on  
behalf of other members of the general  
public similarly situated;

Plaintiff,

vs.

SAN DIEGO SUNRISE MANAGEMENT  
COMPANY, a California corporation, and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2020-00028205-CU-OE-CTL

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: November 22, 2023  
Time: 10:30 a.m.  
Dept: C-68  
Complaint Filed: August 11, 2020

1           The Motion for Preliminary Approval of Class Action Settlement (“Motion”) filed by  
2 Plaintiff Ramiro Clavel (“Plaintiff”) came on regularly for hearing before this Court on November  
3 22, 2023 at 10:30 a.m. The Court, having considered the Class Action Settlement Agreement and  
4 Release (“Settlement”) between Plaintiff and Defendant San Diego Sunrise Management Company  
5 (“Defendant”), attached as **Exhibit 1** to the Declaration of Carolyn H. Cottrell, filed concurrently  
6 with the Motion, as well as the Motion, Memorandum of Points and Authorities in support thereof,  
7 supporting Declarations, all supporting documents attached therein, and any argument presented at  
8 the hearing on the Motion, and good cause appearing therefore, **HEREBY ORDERS AND**  
9 **MAKES THE FOLLOWING DETERMINATIONS:**

10           1.       This Order incorporates by reference the parties’ Settlement and all defined terms  
11 herein shall have the same meaning as set forth in the Settlement.

12           2.       The Court **GRANTS** preliminary approval of the Settlement and finds its terms to  
13 be fair, adequate, and within the range of reasonableness of a settlement that ultimately could be  
14 finally approved by the Court at a Final Approval Hearing.

15           3.       For purposes of the Settlement only, the Court finds that the proposed Settlement  
16 Class is ascertainable and that there is a sufficiently well-defined community of interest among the  
17 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court  
18 **GRANTS** certification of the Settlement Class, which is defined as “all current and former hourly-  
19 paid or non-exempt employees who: (i) do not opt out of the Settlement, (ii) worked for Defendant  
20 in California at any time during the period from August 11, 2016, to the date of the Court’s order  
21 of preliminary approval of the Settlement or June 9, 2023, whichever is sooner; and (iii) have not  
22 either executed arbitration agreements or settlement and release agreements with Defendant.”  
23 (Settlement, ¶ 7(a)). All Class Members who do not opt out are bound by the terms of the  
24 Settlement.

25           4.       For purposes of the Settlement, the Court designates Plaintiff Ramiro Clavel as  
26 Class Representative and designates Schneider Wallace Cottrell Konecky LLP and Lawyers *for*  
27 Justice PC as Class Counsel.

1           5.       The Court designates Apex Class Action LLC (“Apex”) as the third-party  
2 Administrator for mailing notices, administering the Settlement, and for carrying out all the other  
3 responsibilities outlined in the Settlement.

4           7.       The Court approves, as to form and content, the Notice of Settlement of Class  
5 Action and Settlement Hearing (“Notice”), in the form attached as **Exhibit A** to the Settlement.  
6 Minor, non-substantive changes are permitted to the extent required to facilitate notice  
7 administration.

8           8.       The Court finds that the form of notice to the Class Members regarding the  
9 pendency of the action and of the Settlement, and the methods of giving notice to Class Members,  
10 constitute the best notice practicable under the circumstances, and constitute valid, due, and  
11 sufficient notice to all Class Members. The form and method of giving notice comply fully with the  
12 requirements of Cal. Code Civ. Proc. § 382, Cal. Rules of Court 3.766 and 3.769, the California  
13 and United States Constitutions, and other applicable law.

14          9.       The Court further approves the procedures for Class Members to dispute  
15 workweeks, opt out of the Settlement, or object to the Settlement, as set forth in the Notice.

16          10.      The procedures and requirements for submitting written objections in connection  
17 with the Final Approval Hearing are intended to ensure the efficient administration of justice and  
18 the orderly presentation of any Class Member’s objection to the Settlement, in accordance with the  
19 due process rights of all Class Members. Class Members are permitted to appear at the Final  
20 Approval Hearing and object to the Settlement even if they do not submit written objections.

21          11.      The Court directs the Administrator to send the Notice to the Class Members via  
22 first-class U.S. Mail and email in accordance with the terms of the Settlement.

23          12.      The Class Notice shall provide 30 calendar days’ notice from the date of initial  
24 mailing for Class Members to dispute workweeks, opt out of the Settlement, or object to the  
25 Settlement.

26          14.      The Final Approval Hearing on the question of whether the Settlement should be  
27 finally approved as fair, reasonable, and adequate is scheduled for \_\_\_\_\_, 2023 at  
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1 \_\_\_\_\_ a.m. / p.m. in Department \_\_\_\_\_.

2 15. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement  
3 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment  
4 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application  
5 for reasonable attorneys' fees, reimbursement of litigation costs, Plaintiffs' enhancement award,  
6 and settlement administration costs should be granted.

7 16. Counsel for the parties shall file memoranda, declarations, and other materials in  
8 support of their request for final approval of the Settlement, attorneys' fees, litigation expenses,  
9 Plaintiff's service payment, and settlement administration costs prior to the Final Approval Hearing  
10 according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

11 17. Administration of the Settlement shall proceed according to the administration  
12 schedule set forth in Plaintiff's Notice and Motion for Preliminary Approval of Class Action  
13 Settlement.

14 18. Pending the Final Approval Hearing, all proceedings in this action, other than  
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this  
16 Order, are hereby stayed, and all deadlines are vacated. The time for bringing this action to trial  
17 pursuant Cal. Code Civ. Proc. §§ 583.310, et seq., is hereby tolled until further order of the Court.

18 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
19 connection with the administration of the Settlement which are not materially inconsistent with  
20 either this Order or the terms of the Settlement.

21 **IT IS SO ORDERED.**

22 Dated: \_\_\_\_\_, 2023

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24 \_\_\_\_\_  
25 HON. RICHARD S. WHITNEY  
26 JUDGE OF THE SUPERIOR COURT  
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