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FILED
Superior Court of California
County of Sacramento
07/31/2024
V. Aleman, Deputy

7 Attorneys for Plaintiff DANIELLA MARQUEZ

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**
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12 DANIELLA MARQUEZ, as an individual
13 on behalf of herself and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 S & G DISCOUNT OUTLET, INC., a
18 California Corporation; and DOES 1-100,
inclusive,

19 Defendants.
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Case No.: Case No.: 23CV005687

Assigned for All Purposes to:
Hon. Hon. Jill H. Talley
Dept. 23

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 19, 2024
Time: 9:00 a.m.
Dept. 23

Reservation No.: A-05687-001

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1 The Court, having read the papers filed regarding Plaintiff’s unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the motion,
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement (“Settlement Agreement”)
5 attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff’s Motion for
6 Preliminary Approval of Class Action Settlement, filed on or about June 18, 2024, is within the
7 range of possible recovery and, subject to further consideration at the Final Approval Hearing
8 described below, is preliminarily approved as fair, reasonable, and adequate. The Court, for
9 purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: all current and former non-exempt employees who worked either directly or
12 via a staffing agency for Defendant S&G Discount Outlet, Inc. (“S&G) at any location in
13 California during the Class Period of July 28, 2019 to February 6, 2024.

14 3. The Court finds the Settlement Class, consisting of approximately 356 members, is
15 so numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of defendant S&G.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact. These common questions include, without limitation: (1) whether S&G paid Settlement
20 Class Members for all hours worked at the appropriate minimum or overtime wage, (2) whether
21 S&G provided Settlement Class Members with all required meal periods or compensation in lieu
22 thereof; (3) whether S&G provided Settlement Class Members with all required rest periods or
23 compensation in lieu thereof; (4) whether S&G reimbursed reasonable and necessary business
24 expenses, (5) whether S&G provided Settlement Class Members with proper itemized wage
25 statements; and (6) whether S&G timely paid Settlement Class Members all wages due upon
26 separation of employment.

27 5. The Court finds further the claims of named Plaintiff Daniella Marquez are typical
28 of the claims of the Settlement Class, and that she will fairly and adequately protect the interests of

1 the Settlement Class. Accordingly, the Court appoints Daniella Marquez as the Class
2 Representative, and appoints her counsel of record, Zachary M. Crosner, Jamie Serb, and Nikki
3 Trenner, and Crosner Legal, P.C., as Class Counsel.

4 6. The Court finds further that certification of the Settlement Class is superior to other
5 available means for the fair and efficient adjudication of the controversy.

6 7. The Court finds further that, in the present case, the proposed method of providing
7 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
8 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
9 the proposed Settlement and provides the best notice possible under the circumstances. The Court
10 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
11 Members of the terms of the Settlement and their rights thereunder, including the right to object to
12 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
13 from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement
14 proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of
15 Class Action Settlement (Exhibit A to the Settlement Agreement) and the proposed method of
16 providing notice both are approved by the Court.

17 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
18 selection of Apex Class Action LLC as the Settlement Administrator. The Settlement
19 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
20 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
21 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
22 of this Order and the Settlement Agreement, and particularly with respect to providing the
23 Settlement Administrator all information necessary to perform its duties under the Settlement
24 Agreement.

25 9. Any member of the Settlement Class who wishes to comment on or object to the
26 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
27 Counsel or any proposed representative enhancement to the Class Representative, shall have forty-
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1 five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection
2 to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

3 10. Any member of the Settlement Class who wishes to exclude themselves from the
4 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
5 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
6 and Class Notice.

7 11. A Final Approval Hearing is hereby set for December 20, 2024, at 9:00 a.m. in
8 Department 23 of the Sacramento County Superior Court, to consider any objections to the
9 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable and
10 given full and final approval by the Court, and to determine the amount of attorney's fees and costs
11 awarded to Class Counsel, the amount of any representative enhancement award to the Class
12 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
13 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
14 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
15 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later
16 than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to
17 continue the Final Approval Hearing without further notice to the Settlement Class Members.

18 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
19 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
20 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

21 IT IS SO ORDERED.

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24 Dated: 07/31/2024, 2024



Jill Talley

Judge of the Superior Court