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FILED
Superior Court of California
County of Los Angeles
07/09/2024
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

7 Attorneys for Plaintiffs Michele Lewana Evans and Melody Sprouse
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**
11

12 MICHELE LEWANA EVANS and MELODY
13 SPROUSE, individually, and on behalf of all
others similarly situated,

14 Plaintiff,

15 vs.
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17 DOWNTOWN WOMEN’S CENTER, a
18 California corporation; and DOES 1 through 10,
inclusive,

19 Defendants
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Case No.: 22STCV06578

[Assigned to Hon. Laura A. Seigle, Dept. 17]

CLASS ACTION

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

Date: July 9, 2024
Time: 9:00 a.m.
Courtroom: Dept. 17
Judge: Hon. Laura A. Seigle

Complaint Filed: February 23, 2022
Trial: None Yet Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on July 9, 2024, upon Plaintiffs’ Motion for Preliminary
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement”). (See Declaration of
5 H. Scott Leviant in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative
6 Action Settlement [“Leviant Decl.”], at Exh. 1.)

7 After reviewing the Agreement, the Notice, having reviewed the entire record on this action,
8 having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders
9 as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
14 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
15 their respective positions. The Court also finds that settlement at this time will avoid additional
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the action. The Court finds that the risks of further prosecution are substantial.

18 3. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
19 preliminary settlement approval. In granting preliminary approval of the class action settlement the
20 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
21 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
22 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class
23 action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The
24 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only
25 to any objections that may be raised at the final fairness hearing.

26 4. The Class meets the requirements for conditional certification for settlement purposes
27 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
28 of the proposed settlement Class of the terms of the proposed settlement.

1 5. The Parties’ proposed notice plan is constitutionally sound because individual notices
2 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
3 best notice practicable. The Parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is
4 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
5 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
6 to participate in the settlement, and the processes for doing so, and the date and location of the final
7 approval hearing and are therefore approved.

8 6. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All individuals employed at any time during the Class Period as non-exempt employees
11 of DWC in California, excluding participants in the LA:RISE program, who received
12 bonuses and whose regular rate of pay was used for purposes of calculating overtime
13 pay, meal period premiums or rest period premiums (the “Class Period” is February 23,
14 2018, to the date on which preliminary approval for the Settlement is granted).
15 “Participating Class Member” means a Class Member who does not submit a valid and
16 timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶¶
17 1.5, 1.9, 1.12, 1.34.)

18 7. Plaintiffs Michele Lewana Evans and Melody Sprouse are appointed as the Class
19 Representatives. The Court finds Plaintiffs’ counsel are adequate, as they are experienced in wage and
20 hour class action litigation and have no conflicts of interest with absent Class Members, and that they
21 adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott
22 Leviant, and Mariam Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

23 8. The Court appoints Apex Class Action to act as the Settlement Administrator, pursuant
24 to the terms set forth in the Agreement.

25 9. Defendant is directed to provide the Settlement Administrator the names and most
26 recent known mailing addresses of Class Members and any other information required in accordance
27 with the Agreement, adhering to the following dates and deadlines:

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EVENT	DATE OR DEADLINE
Class data delivered to Administrator	No later than 30 days after preliminary approval
Notice mailed to Class Members	No later than 14 days after receiving the Class data
Response Deadline	60 days after notice issues
Extended Response deadline for re-mails	60 days after notice issues plus up to a maximum of an additional 14 days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval
Final Approval Hearing	<p style="text-align: center;"> Re at At _____, 2021, at 11:00 a.m./p.m. </p>

10. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

11. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the response deadline. Any request for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class members are not required to send copies of their exclusion request to counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration stating the number of Requests for Exclusions and identifying all individuals who timely requested exclusion from the proposed Class, among other information to be provided, as set forth in the Agreement.

12. Written objections by Class Members must be timely sent to the Administrator in accordance with the Agreement. Written objections must be attached to the Administrator's declaration and authenticated by the Administrator.

13. Upon completion of the Notice process, the Settlement Administrator shall provide a report of the results of that process to Counsel for all Parties.

1 14. A final approval hearing will be held on July 26th, 2024, at
2 JCC&E, in Department 17, to determine whether the settlement should be granted final approval
3 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
4 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
5 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
6 and this Order.

7 15. As set forth in the Notice, any Class Member may appear at the final approval hearing
8 in person (which “in person” appearance may be telephonic) or by his or her own attorney and show
9 cause why the Court should not approve the settlement.

10 16. The Court reserves the right to continue the date of the final approval hearing without
11 further notice to Class Members.

12 17. Class Counsel shall give notice to any objecting party of any continuance of the hearing
13 of the motion for final approval.

14 18. The Court retains jurisdiction to consider all further applications arising out of or in
15 connection with the settlement.

16 19. In the event that the Settlement does not become effective in accordance with the terms
17 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
18 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
19 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
20 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
21 of the Action.

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23 **IT IS SO ORDERED.**

24
25 Dated: 07/09/2024



26 *Laura Seigle*

Hon. Laura A. Seigle
LOS ANGELES SUPERIOR COURT JUDGE
Laura A. Seigle / Judge

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING**
6 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action
by sending the original [or] a true copy thereof to interested parties as follows [or] as stated on the
attached service list:

7 Katherine Forster
8 katherine.forster@mto.com
9 Erica Toooh
10 erica.tooch@mto.com
11 MUNGER, TOLLES & OLSON LLP
12 350 South Grand Avenue, Fiftieth Floor
13 Los Angeles, California 90071-3426
14 Facsimile: (213) 687-3702

15 *Attorneys for Defendant* DOWNTOWN
16 WOMEN'S CENTER

17 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
18 electronic service, I caused the documents to be sent to the persons at the electronic service addresses
19 listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
21 correct. Executed this **May 21, 2024** at Los Angeles, California.

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