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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 30 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

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

PATRICIA RODRIGUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

JEWELRY EXPRESS, INC.; and DOES 1
through 20, inclusive,

Defendant.

Case No. CIVSB2108287

Assigned for all purposes to
Hon. Jessica Morgan
Dept. S-26

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

Date: April 29, 2024
Time: 8:30 a.m.

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Patricia Rodriguez (“Plaintiff”), individually and on behalf of all
4 others similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Stipulation of Class
6 and PAGA Action Settlement and Release of Claims (the “Settlement” or “Agreement”) entered
7 into by Plaintiff and Defendant Jewelry Express, Inc. (“Defendant”) which sets forth the terms
8 and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff
9 and Defendant shall be collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit A to the Declaration of Carolyn M. Bell in Support of Plaintiff’s Motion for Preliminary
16 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
17 this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
5 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
6 as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as non-exempt
9 workers employed by Defendant at its California terminal facilities at any time between March
10 23, 2017 to December 16, 2023 or through the date that the Class encompasses 77,000
11 Workweeks, whichever date is earlier.

12 5. Plaintiff Patricia Rodriguez is hereby preliminarily appointed and designated, for
13 all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
14 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel
15 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,
16 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
17 consummate the Settlement. Any Class Member may enter an appearance either personally or
18 through counsel of such individual's own choosing and at such individual's own expense. Any
19 Class Member who does not enter an appearance or appear on his or her own will be represented
20 by Class Counsel.

21 6. Should, for whatever reason, the Settlement not become final, the fact that the
22 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
23 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
24 a non-settlement context.

25 7. The Court hereby preliminarily approves the definition and disposition of the Gross
26 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
27 subject to modification at final approval.

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1 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
2 third of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$30,000.00,
3 an Incentive Award up to \$10,000.00 to Plaintiff, payment to the LWDA in the amount of
4 \$30,000.00, and costs of administration not to exceed \$8,900.00, subject to final approval.

5 9. The Court hereby approves, as to form and content, the Class Notice, to be
6 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
7 the manner and form set forth in the Settlement and this Order, meets the requirements of due
8 process, is the best notice practicable under the circumstances, and shall constitute due and
9 sufficient notice to all persons entitled thereto.

10 10. The Court hereby appoints Apex Class Action Administration and hereby directs
11 the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using
12 the procedures set forth in the Settlement Agreement. Class Members who wish to participate in the
13 settlement provided for by the Settlement Agreement do not need to respond to the Class Notice.

14 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
15 from the Class Settlement Amount, including the cost of searching for Class Members' addresses
16 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
17 to \$8,900.00 as provided in the Settlement.

18 12. Any Class Member may choose to opt-out of and be excluded from the Class as
19 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
20 Class will not be entitled to any recovery under the Settlement and will not be bound by the
21 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
22 requested exclusion/opted-out shall be Participating Class Members and bound by all
23 determinations of the Court, the Settlement, and the Final Judgment.

24 13. A Final Fairness and Approval Hearing shall be held before this Court on September
25 24, 2024 at 8:30 a.m. or 1/7/2025 at 8:30 a.m.. in Department S26 of the Superior
26 Court for the State of California, County of San Bernardino, located at 247 West Third Street, San
27 Bernardino, California 92415. All papers in support of final approval and related awards for fees,
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1 costs, and Plaintiff's enhancement award must be filed and served at least 16 court days before the
2 final approval hearing.

3 14. Any Participating Class Member must object to the Settlement by following the
4 instructions for submitting written objections that are set forth in the Settlement Agreement and
5 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
6 final authority with respect to the consideration and admissibility of any objections. Any
7 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

8 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
9 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
10 are hereby stayed.

11 16. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
12 of the Class Members for all matters relating to this Action, and this Settlement, including
13 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
14 enforcement of this Settlement and this Order.

15 17. The Court reserves the right to adjourn or continue the date of any hearing and all
16 dates provided for in the Settlement without further notice to Class Members, and retains
17 jurisdiction to consider all further applications arising out of or connected with the proposed
18 Settlement.

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20 DATED: 9/30/2024 C. Towns
21 Hon. ~~Jessica Morgan~~ **Christian Towns**
22 JUDGE OF THE SUPERIOR COURT
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