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FILED
Superior Court of California
County of Alameda

12/17/2024

Clerk of the Court / Clerk of the Court

By: *Nicole Hall* Deputy
N. Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

CARMANEISHA LEWIS, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

OMELAGAH, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV044580

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

12/10/24

Date: ~~November 26, 2024~~

Time: 1:30 p.m.

Reservation ID: 811519999718

Judge: Hon. Noël Wise

Dept. 21

Electronically Received 10/31/2024 03:22 PM

1 This matter having come before the Honorable Judge Judge Noël Wise of the Superior Court of
2 the State of California, in and for the County of Alameda, at 1:30 p.m. on November 26, 2024, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, and Edwin Aiwazian, Esq. of Lawyers for Justice, PC, as counsel for plaintiff
5 CARMANEISHA LEWIS (“Plaintiff”), and Douglas J. Melton, Esq. and Shane M. Cahill, Esq. of Long
6 & Levit LLP as counsel for defendant OMELAGAH, INC. (hereinafter “Defendant”). The Court,
7 having carefully considered the brief, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
12 and Release of Claims (“Agreement”), a true and correct copy of which is attached hereto as **Exhibit**
13 **“1”**. This is based on the Court’s determination that the Agreement is within the range of possible final
14 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
15 California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
19 pay is Three Hundred Forty-Three Thousand Dollars and Zero Cents (\$343,000.00). It appears to the
20 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
21 to all Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award comprised of up-to one-third of the Gross
8 Settlement Amount, currently estimated at One Hundred Fourteen Thousand, Three Hundred Thirty-
9 Three Dollars and Thirty-Three Cents (\$114,333.33), an award of attorneys' expenses not to exceed
10 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and a proposed Service Award to the
11 Class Representative, Carmaneisha Lewis, in an amount not to exceed Ten-Thousand Dollars and Zero
12 Cents (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will
13 not approve the Class Counsel Award or Service Award until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other,
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

18 “All current and former hourly-paid or nonexempt employees who were
19 employed by Defendant and performed work in California during the period
20 beginning September 20, 2019, through June 27, 2024 (the “Class
21 Period”).”

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common
25 questions of law and fact predominate, and there is a well-defined community of interest amongst the
26 Class Members with respect to the subject matter of the litigation; (c) the claims of the Class
27 Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly
28 and adequately protect the interests of the Class Members; (e) a class action is superior to other

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in her individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints plaintiff CARMANEISHA LEWIS as the
5 representative of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 A.P.C., and Shani Zakay, Esq., of the Zakay Law Group, APLC, and Edwin Aiwazian, Esq. of Lawyers
8 for Justice, PC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
10 Class Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds
11 that the notice appears to fully and accurately inform the Class Members of all material elements of the
12 proposed Settlement, including the right of any Class Member to be excluded from the Class by
13 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
14 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
15 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
16 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
18 set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action, LLC, as the Settlement Administrator.
20 No later than ten (10) business days after entry of this order, Defendant shall provide to the Settlement
21 Administrator the Class Data, including information regarding Class Members that Defendant will in
22 good faith compile from its records, including each Class Member’s full name; last known address;
23 Social Security Number; and start and end date of employment. No later than twenty-one (21) calendar
24 days after preliminary approval of the Settlement, the Settlement Administrator shall mail the Class
25 Notice to all identified, potential Class Members via first class regular U.S. Mail using the most current
26 mailing address information available.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

1 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
2 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
3 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
4 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
5 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
6 out of, and be excluded from, the Settlement will not be entitled to an Individual Settlement Payment
7 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
8 comment thereon. Class Members who have not requested exclusion shall be bound by all
9 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
10 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
11 individuals is not permitted and will be deemed invalid.

12 13. Any Class Member who has not opted out may appear at the final approval hearing and
13 may object or express the Class Member's views regarding the Settlement and may present evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
15 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
16 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement
17 Administrator.


18 14. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and
19 Litigation Costs shall be held before this Court on 4/29/2025 at 1:30^{PM} ~~AM~~ in Department
20 21 of the Alameda County Superior Court to determine all necessary matters concerning the Settlement,
21 including: whether the proposed settlement of the Action on the terms and conditions provided for in
22 the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
23 an Order Granting Final Approval should be entered herein; whether the plan of allocation contained
24 in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally
25 approve the Class Counsel Award, the Class Representative's Service Award, and the Settlement
26 Administration Costs. All papers in support of the motion for final approval and the motion for Class
27 Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than
28 sixteen (16) court days before the hearing.

1 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
2 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
3 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
4 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth
5 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
6 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
7 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
8 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
9 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
10 liability, fault, wrongdoing, omission, concession or damage.

11 16. In the event the Settlement does not become effective in accordance with the terms of the
12 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
13 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
14 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
15 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
16 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
17 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

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

21
22 Dated: 12/17/21



JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/18/2024
PLAINTIFF/PETITIONER: Carmaneisha Lewis	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Nicole Hall</i></u> Deputy N. Hall
DEFENDANT/RESPONDENT: OMELAGAH, INC., a California corporation	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV044580

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the ORDER GRANTING PLAINTIFFS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Arby Aiwazian
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SHANE MICHAEL CAHILL
LONG & LEVIT LLP
scahill@longlevit.com

Dated: 12/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk