

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

1 **CLAYEO C. ARNOLD**
2 **A PROFESSIONAL LAW CORPORATION**
3 Clayeo C. Arnold (SBN 65070)
4 carnold@justice4you.com
5 John T. Stralen (SBN 171227)
6 jstralen@justice4you.com
7 865 Howe Avenue
8 Sacramento, CA 95825
9 Telephone: (916) 777-7777/Facsimile: (916) 924-1829

7 **THE DARREN GUEZ LAW FIRM**
8 Darren Guez (SBN 282023)
9 darren@guezlaw.com
10 930 Tahoe Blvd., Suite 802 #44
11 Incline Village, NV 89451
12 Telephone: (916) 520-0988/ Facsimile: (916) 490-3714

11 **COHELAN KHOURY & SINGER**
12 Isam C. Khoury (SBN 58759)
13 ikhoury@ckslaw.com
14 J. Jason Hill (SBN 179630)
15 jhill@ckslaw.com
16 605 C Street, Suite 200
17 San Diego, CA 92101
18 Telephone: (619) 595-3001/Facsimile: (619) 595-3000

16 Attorneys for Plaintiff Nichole Veronie, on behalf of herself and
17 all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF SACRAMENTO**

20 NICHOLE VERONIE, on behalf of herself
21 and all others similarly situated,

22 Plaintiffs,

23 v.

24 POINT QUEST, INC.; POINT QUEST,
25 EDUCATION, INC.; and DOES 1 through
26 100, inclusive

26 Defendants.

Case No. 34-2019-00255123

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 11, 2022
Time: 1:30 p.m.
Dept: 53
Judge: Hon. Shama H. Mesiwala
Reservation: 2604247
Complaint filed: April 24, 2019
Trial date: Not set

FILED / ENDORSED
JAN 13 2022
By J. Baker, Deputy Clerk

RECEIVED
JAN 11 2022
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CIVIL

BY FAX

1 This matter came on for hearing on January 11, 2022 at 1:30 p.m. in Department 53 of the
2 above-captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class
3 and PAGA Representative Action Settlement ("Motion"). The Court, having fully reviewed the
4 Motion, the supporting memorandum of points and authorities, the Declarations of Class Counsel
5 J. Jason Hill, Darren Guez, and Clayeo C. Arnold filed in support thereof, the Joint Stipulation of
6 Class Action Settlement, attached as Exhibit "1" to the Hill Declaration, and the First Addendum
7 to the Joint Stipulation of Class Action Settlement, attached as Exhibit "2" to the Hill Declaration
8 (collectively, "Agreement"), and the Notice of Class Action Settlement ("Class Notice") attached
9 as Exhibit "A" to the First Addendum to the Joint Stipulation of Class Action Agreement, and
10 having carefully analyzed the Agreement and the proposed Class Notice and in recognition of the
11 Court's duty to make a preliminary determination as to the reasonableness of any proposed class
12 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is
13 provided to all Settlement Class Members in accordance with due process requirements, and to
14 set a Final Approval Hearing to consider the proposed settlement as to the good faith, fairness,
15 adequacy and reasonableness of any proposed settlement, THE COURT HEREBY MAKES THE
16 FOLLOWING DETERMINATIONS AND ORDERS:

17 1. The Court conditionally finds that, for the purposes of approving this settlement
18 only, the proposed Class meets the requirements for certification under section 382 of the
19 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous that
20 joinder of all members of the class is impracticable; (b) there are questions of law or fact common
21 to the proposed Class, and there is a well-defined community of interest among members of the
22 proposed Class with respect to the subject matter of the class action; (c) the claims of the Class
23 Representative are typical of the claims of the members of the proposed Class; (d) the Class
24 Representative has and will fairly and adequately protect the interests of the Members of the
25 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
26 controversy in the context of settlement; and (f) the counsel of record for the Class Representative
27 are qualified to serve as counsel for him as well as her representative capacity and for the Class.

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1 2. The Court finds on a preliminary basis that the Agreement, incorporated herein by
2 this reference in full, and made a part of this Order of preliminary approval, appears to be within
3 the range of reasonableness of a settlement which could ultimately be given final approval by this
4 Court.

5 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
6 amount is fair and reasonable to the Settlement Class Members when balanced against the
7 probable outcome of further litigation relating to class certification, liability and damages issues
8 and potential appeals; (b) significant investigation, research, and informal discovery have been
9 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
10 respective positions; (c) settlement at this time will avoid substantial costs, delay and risks that
11 would be presented by the further prosecution of the litigation; and (d) the proposed Settlement
12 has been reached as the result of intensive, serious and non-collusive negotiations facilitated by
13 an experienced mediator at mediation and between the Parties.

14 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
15 Approval of Class and PAGA Representative Action Settlement is hereby GRANTED, and as a
16 part of said preliminary approval, the Court accepts and incorporates the Agreement and orders
17 that the Class be conditionally certified for settlement purposes only pursuant to the terms and
18 conditions contained in the Agreement.

19 5. For purposes of this Settlement, the Class is defined as “all current and former
20 hourly non-exempt behavioral aides, however titled, employed by Defendants in the State of
21 California at any time during the period from April 24, 2015 through November 12, 2021, but
22 excluding those former employees who have previously reached an individual settlement with
23 Defendants that is a full general release of all claims.”

24 6. The Court further finds that the proposed Class Notice advises Settlement Class
25 Members of (a) the pendency of the Class Action; (b) the conditional certification of the Class for
26 settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date
27 of the Final Approval Hearing; (e) the terms of the proposed Settlement and the benefits available
28 to Settlement Class Members thereunder; (f) their right to receive their proportionate share of the

1 Net Settlement Amount without the need to return a claim form; (g) their right to request exclusion
2 and the procedures and deadline for doing so; (h) their right to object to the Settlement, and the
3 procedure for doing so; and (i) their right to file documentation in support of or in opposition to,
4 and to appear in connection with, said hearing. The Court further finds that the Class Notice
5 clearly comports with all constitutional requirements, including those of due process.

6 7. Accordingly, good cause appearing, the Court hereby APPROVES the Class
7 Notice.

8 8. The Court further finds that the mailing to the last known address of Settlement
9 Class Members as specifically described within the Agreement, with measures taken for
10 verification of an address and skip tracing set forth therein, constitutes an effective method of
11 notifying Settlement Class Members of their rights with respect to the class action and Settlement.
12 Accordingly, it is hereby ORDERED, that:

13 A. CPT Group, Inc. be appointed the Settlement Administrator to administer the
14 settlement of this matter as more specifically set forth in the Agreement;

15 B. The law firm of Cohelan Khoury & Singer, Clayeo C. Arnold, A Professional Law
16 Corporation, and The Darren Guez Law Firm be appointed as Class Counsel;

17 C. Plaintiff Nichole Veronie be appointed as Class Representative;

18 D. Within thirty (30) calendar days after entry of a Preliminary Approval Order,
19 Defendants shall transmit to the Settlement Administrator in a readable, ready to use electronic
20 excel format spreadsheet, each Settlement Class Member's (1) full name; (2) most recent mailing
21 address and telephone number; (3) social security number; (4) dates of employment; (5) the total
22 number of Individual Work Weeks worked during the Class Period; and (6) total number of Pay
23 Periods worked during the PAGA Period. ("Class Data List");

24 E. Within Ten (10) business days after receipt of the Class Data List, the Settlement
25 Administrator shall mail the Class Notice, Change of Address Form, and pre-printed return
26 envelope, ("Notice Packet"), to each Settlement Class Member. The Notice Packet shall be mailed
27 by first class, regular U.S. mail, using the most current mailing address information available,
28 with measures taken for updating an address as provided by the terms of the Agreement.

1 F. On or before the Response Deadline (“Response Deadline”) will be sixty (60)
2 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,
3 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline
4 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
5 will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
6 Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday,
7 in which case the Response Deadline will be extended to the next day on which the U.S. Postal
8 Service is open. The Response Deadline may also be extended by express agreement between
9 Class Counsel and Defendants”), Settlement Class Members who wish to exclude themselves
10 from the Settlement must submit a written Request for Exclusion to the Settlement Administrator,
11 which must include: (1) the full name, address, telephone number and last four digits of the social
12 security number of the Settlement Class Member requesting exclusion; (2) a statement expressing
13 that the Settlement Class Member elects to be excluded from the Settlement; (3) the signature of
14 the Settlement Class Member; and (4) a postmark or fax stamp dated on or prior to the Response
15 Deadline.

16 G. On or before the Response Deadline, Settlement Class Members who wish to
17 dispute their number of weeks worked during the Class Period, must submit a written dispute to
18 the Settlement Administrator explaining why the information is wrong, together with any and all
19 supporting information and documentation to support their explanation, in the manner set forth in
20 the Notice of Settlement. The dispute must be postmarked or fax stamped with a date on or prior
21 to the Response Deadline.

22 H. On or before the Response Deadline, Settlement Class Members who wish to
23 submit a written objection must return a written objection to the Settlement Administrator, which
24 should include: (i) the objector’s full name, address, and telephone number; (ii) the objections
25 and reasons for each; (iii) a statement whether the objector intends to appear at the Final Approval
26 hearing; and (iv) and be signed by the Class Member. The Objection must be postmarked or fax
27 stamped with a date on or prior to the Response Deadline.

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1 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
2 the undersigned at 1:30 p.m. on June 21, 2022, in Department 53 of the Superior Court for the
3 State of California, County of Sacramento, located at 813 6th Street, Sacramento, California
4 95814, to consider the fairness, adequacy and reasonableness of the proposed Settlement
5 preliminarily approved by this Order Granting Preliminary Approval, and to consider the
6 application for a service payment award to the named Plaintiff/Class Representative, for
7 Settlement Administration expenses and for Class Counsel's attorneys' fees and litigation
8 expenses incurred. The motion briefing shall be filed in conformity with Code of Civil Procedure
9 § 1005.

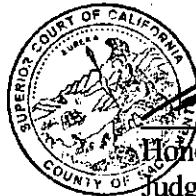
10 10. IT IS FURTHER ORDERED that if for any reason the Court does not execute and
11 file an Order Granting Final Approval, it shall be as if the Agreement and the proposed Settlement
12 that is the subject of this Order Granting Preliminary Approval had never been entered and the
13 Parties shall be restored without prejudice to their status quo ante rights in the litigation, as more
14 specifically set forth in the Agreement.

15 11. IT IS FURTHER ORDERED that pending further order of this Court, all
16 proceedings in this matter, except those in furtherance of the Agreement, are stayed.

17 12. The Court expressly reserves the right to adjourn or continue the Final Approval
18 Hearing from time to time without further notice to Settlement Class Members.

19 **IT IS SO ORDERED.**

20 JAN 13 2022
21 Dated: _____



22 _____
23 Honorable Shama H. Mesiwala
24 Judge of the Superior Court of California

25 SHAMA H. MESIWALA
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