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Superior Court of California
County of Los Angeles

FEB 21 2018

Sherri R. Carter, Executive Officer/Clerk
By *A. Barton* Deputy

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RESERVATION ID 171003255791

ORIGINAL

13 Attorneys for Plaintiff Griselda E. Moya, appearing in representative capacity

14 **SUPERIOR COURT OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 GRISELDA E. MOYA, an individual,)
17 appearing in representative capacity,)
18 Plaintiff,)
19 vs.)

Case No.: BC634191
[Assigned for all purposes to the Hon. Monica
Bachner, Dept. 71]

20 TOPSON DOWNS OF)
21 CALIFORNIA, INC., a California)
22 corporation; and DOES 1-25,)
23 Defendants.)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**
Date: January 16, 2018
Time: 8:30 a.m.
Dept: 71
Filing Date: September 16, 2016
Trial Date: January 9, 2018
PAGA Notice Date: July 12, 2016

ORDER

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The Court has considered the Stipulation for Class Action Settlement (and its exhibits) (the “Stipulation” or “Settlement”) and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Stipulation;

2. The Class Representative Griselda E. Moya and Defendant Topson Downs of California, Inc., through their counsel of record in the Lawsuit, have reached an agreement to settle all claims in the Lawsuit on behalf of the Class as a whole;

3. The Court hereby conditionally certifies the following Class for settlement purposes only:

Any and all current and former employees of Defendant who were employed as hourly, non-exempt employees at any of Defendant’s locations anywhere in California at any time during the Class Period from September 16, 2012, through the Date of Preliminary Approval. The Class includes any and all temporary service employees and/or contract employees supplied by a temporary services employer to Defendant during the Class Period.

Included in the Class are temporary service employees and/or contract employees for whom Defendant possesses identification and payroll information. Excluded from the Class are any employees who properly exclude themselves by returning a timely, completed Request for Exclusion Form. Should for whatever reason the Stipulation and Judgment not become final and the Effective Date of the Settlement not occur, the fact that the Parties were willing to stipulate to certification of a class as part of the Stipulation shall have no bearing on, or be

1 admissible in connection with, the issue of whether a class should be certified in a non-
2 settlement context.

3 4. The Court appoints and designates: (a) Plaintiff Griselda E. Moya as the
4 Class Representative; and (b) the Law Offices of Gregg A. Farley and Law Offices of Sahag
5 Majarian II as Class Counsel for the Class. Class Counsel are authorized to act on behalf of
6 the Class with respect to all acts or consents required by, or which may be given, pursuant to
7 the Stipulation, and such other acts reasonably necessary to finalize the Stipulation and its
8 terms. Any Class Member may enter an appearance through his or her own counsel at such
9 Class Member's own expense. Any Class Member who does not enter an appearance or
10 appear on his or her own behalf and who does not opt out of the settlement will be
11 represented by Class Counsel.
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13 5. The Court hereby preliminarily approves the terms and conditions provided
14 for in the Stipulation.

15 6. The Court hereby preliminarily approves the Class Settlement Amount in the
16 sum of \$850,000.00, which, subject to final approval at the Final Approval Hearing, is to be
17 distributed as follows: Out of the Class Settlement Amount (a) up to \$15,000.00 shall be
18 paid to the Class Representative for his services to the Class; (b) up to \$283,333.33 shall be
19 paid to Class Counsel for attorneys' fees; (c) subject to proof, up to \$35,000.00 shall be paid
20 to Class Counsel as reimbursement of their actual, out-of-pocket litigation costs and
21 expenses incurred in the Lawsuit; (d) \$18,750.00 shall be paid to the State of California
22 Labor and Workforce Development Agency ("LWDA") for civil penalties pursuant to the
23 Private Attorneys General Act, Labor Code §§ 2698 *et seq.* ("PAGA"), representing
24 seventy-five percent (75%) of the \$25,000.00 allocated by the Parties as the PAGA Payment
25 in the Stipulation; (e) \$6,250 shall to paid, on a per capita basis, to the Class Members
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1 employed by Defendant on or after July 12, 2015 for their twenty-five percent (25%) share
2 of the PAGA Payment; (f) an estimated \$14,500.00 shall be paid to the Claim Administrator
3 for its fees and costs relating to the settlement administration process; and (g) an estimated
4 \$20,219.94 shall be paid to the federal, state and local taxing authorities for the employer's
5 share of payroll taxes (e.g., UI, ETT, Social Security and Medicare taxes) owed with respect
6 to the wages paid as part of the Settlement. The Court further hereby preliminarily approves
7 the Net Settlement Consideration and the formula provided in the Stipulation for the
8 calculation of the Individual Class Member Payment.

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10 7. The Court finds that on a preliminary basis the Stipulation appears to be
11 within the range of reasonableness of a settlement, including the amounts of the PAGA
12 Payment, Enhancement Award to the Class Representative, Class Counsel Award, Claims
13 Administration Costs and Individual Class Member Payments, that could ultimately be
14 given final approval by this Court. It appears to the Court on a preliminary basis that the
15 Settlement is fair, adequate and reasonable as to all Class Members when balanced against
16 the probable outcome of further litigation relating to liability and damages issues. It also
17 appears that extensive and costly investigation, discovery and court proceedings have been
18 conducted so that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It appears to the Court that settlement at this time will avoid substantial additional
20 costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Lawsuit. It also appears that settlement has been reached as a
22 result of intensive, serious and non-collusive, arms-length negotiations.

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25 8. A hearing (the "Final Approval Hearing") shall be held in Department 71 of
26 this Court on July 6, 2018 at 8:30 a.m., to determine all necessary matters concerning the
27 Stipulation, including whether the proposed Settlement of the Lawsuit on the terms and
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1 conditions provided for in the Stipulation is fair, adequate and reasonable and should be
2 finally approved by the Court and whether a Judgment, as provided in the Stipulation,
3 should be entered herein. At this same time, a hearing on Plaintiff's motion for the
4 Enhancement Award and Class Counsel Award shall also be held.

5 9. The Court hereby approves, as to form and content, the Notice of Class
6 Action Settlement and accompanying Settlement Allocation Form and Request for
7 Exclusion Form (collectively, the "Notice Packet") to be sent to Class Members, which are
8 attached as exhibits to the Stipulation. The Court finds that distribution of the Notice Packet
9 to Class Members substantially in the manner and form set forth in the Stipulation and this
10 Order meet the requirements of due process and shall constitute due and sufficient notice to
11 all parties entitled thereto.
12

13 10. The Court appoints and designates CPT Group, Inc. as the Claims
14 Administrator. The Court hereby directs the Claims Administrator to distribute to the Class
15 the approved Notice Packet, in both the Spanish and English languages, within twenty-four
16 (24) calendar days of the Date of Preliminary Approval using the procedures set forth in the
17 Stipulation.
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19 11. Any Class Member may choose to opt out of and be excluded from the
20 Settlement as provided in the Stipulation and Notice Packet and by following the
21 instructions for requesting exclusion. Any person who timely and properly opts out of the
22 Settlement will not be bound by the Stipulation or have any right to object, appeal or
23 comment thereon. Any Request for Exclusion Form must be signed by each such Class
24 Member opting out and must otherwise comply with the requirements delineated in the
25 Notice Packet. Class Members who have not requested exclusion by submitting a valid and
26 timely Request for Exclusion Form, by the expiration of the 45-day Notice Period set forth
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1 in the Stipulation and Notice Packet, shall be bound by all determinations of the Court,
2 including the Stipulation and Judgment. If a Class Member completes and submits both a
3 Settlement Allocation Form and Request for Exclusion Form, the Settlement Allocation
4 Form shall be accepted, the Request for Exclusion Form shall be disregarded, the Individual
5 Class Member Payment will be made for the Class Member and the Class Member will
6 become bound by the Judgment.

7 12. Any Class Member may object to the Stipulation or express his or her views
8 regarding the Settlement, and may present evidence and file briefs or other papers that may
9 be proper and relevant to the issues to be heard and determined by the Court as provided in
10 the Notice of Class Action Settlement. No Class Member, however, shall be heard or
11 entitled to object, and no papers or briefs submitted by any such person shall be received or
12 considered by the Court, unless on or before expiration of the 45-day Notice Period the
13 Class Member properly submits his or her objections to the Claims Administrator as
14 provided in the Stipulation and Notice of Class Action Settlement. Any Class Member who
15 does not make his or her objection in the manner provided for in the Stipulation and Notice
16 of Class Action Settlement shall be deemed to have waived such objection and shall forever
17 be foreclosed from making any objection to the Settlement.
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20 13. Any Class Member who wishes to dispute the amount of his or her Individual
21 Class Member Payment has until forty-five (45) days after the mailing of the Notice Packet
22 to submit a Settlement Allocation Form, along with any supporting evidence, pursuant to the
23 procedures set forth in the Stipulation.
24

25 14. The motion for final approval shall be filed by Class Representative no later
26 than sixteen (16) court days before the Settlement Fairness Hearing.

27 15. In the event that the Effective Date occurs, all Participating Class Members
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1 and Class Representative will be deemed to have forever released and discharged the
2 Released Claims and Released PAGA Claims applicable to them.

3 16. If the Effective Date does not occur, or the Settlement does not become
4 effective in accordance with its terms, or the Settlement is not finally approved, or is
5 terminated, canceled, or fails to become effective for any reason, this Order shall be vacated
6 upon an appropriate motion filed no later than fourteen (14) calendar days after the
7 triggering event.

8 17. The Court reserves the right to adjourn or continue the date of the Final
9 Approval Hearing and all dates provided for in the Stipulation without further notice to the
10 Class, and retains jurisdiction to consider all further applications arising out of or connected
11 with the Stipulation.
12

13 18. As of the date this Order is signed, all dates and deadlines associated with
14 this action are vacated, other than those related to the administration and/or final approval of
15 the Settlement.
16

17 IT IS SO ORDERED.

18 Dated: 2.21.18



Hon. Monica Bachner, Judge of the Superior
Court

MONICA BACHNER

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18
6 years and not a party to the within action. My business address is 880 Apollo Street, Suite 222, El
7 Segundo, California 90245.

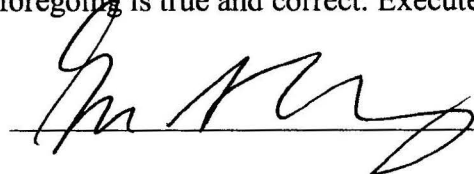
8 On November 21, 2017, I served the foregoing document(s) described as **[PROPOSED]**
9 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on
10 all interested parties in this action as follows (or as on the attached service list):

11 Jonathan Fraser Light
12 Glen J. Dickinson
13 LightGabler
14 760 Paseo Camarillo, Suite 300
15 Camarillo, CA 93010
16 Email: jligh@lightgablerlaw.com
17 Email: gdickinson@lightgablerlaw.com

18 (VIA U.S. MAIL) I served the foregoing document(s) by U.S. Mail, as follows: I placed true
19 copies of the document(s) in a sealed envelope addressed to each interested party as shown above. I
20 placed each such envelope with postage thereon fully prepaid, for collection and mailing at the Law
21 Offices of Gregg A. Farley, El Segundo, California. I am readily familiar with the practice of the
22 Law Offices of Gregg A. Farley for collection and processing of correspondence for mailing with the
23 United States Postal Service. Under that practice, the correspondence would be deposited in the
24 United States Postal Service on that same day in the ordinary course of business.

25 (VIA OVERNIGHT COURIER) I caused each such document(s) to be sent by Federal
26 Express for overnight delivery. I placed true copies of the document(s) in a sealed envelope
27 addressed to each interested party as shown above. I placed each such envelope, with fees thereon
28 fully prepaid, for collection and delivery at the Law Offices of Gregg A. Farley, El Segundo,
California. I am readily familiar with the practice of the Law Offices of Gregg A. Farley for
collection and delivery of express carrier package for delivery with Federal Express. Under that
practice, the package(s) would be delivered to an authorized courier or dealer authorized by to
receive document(s) on that same day in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
November 21, 2017, at El Segundo, California.



Gregg A. Farley