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1 Justin F. Marquez (SBN 262417)
2 justin@wilshirelawfirm.com
3 Christina M. Le (SBN 237697)
4 cle@wilshirelawfirm.com
5 Arsiné Grigoryan (SBN 319517)
6 agrigoryan@wilshirelawfirm.com
7 **WILSHIRE LAW FIRM**
8 3055 Wilshire Blvd., 12th Floor
9 Los Angeles, California 90010
10 Telephone (213) 381-9988
11 Facsimile: (213) 381-9989

12 Attorneys for Plaintiff's

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 SABRINA TENNANT, individually, and on
16 behalf of all others similarly situated,

17 *Plaintiff,*

18 vs.

19 TRAVEL STORE, INC., a California
20 corporation, and DOES 1 through 10, inclusive,

21 *Defendants.*

Case No.: 21STCV31397

CLASS ACTION

[Assigned for all purposes to Judge Carolyn B. Kuhl, Dept. 12]

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

[Filed concurrently with: Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities; and Declarations of Justin F. Marquez, Sabrina Tennant, Julie Green, and Osvaldo A. Ramos]

PRELIMINARY APPROVAL HEARING

Date: March 21, 2023

Time: 10:30 a.m.

Dept: 12

Complaint filed: August 25, 2021
FAC filed: October 12, 2022

FILED
Superior Court of California
County of Los Angeles

03/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 The Court has before it Plaintiff Sabrina Tennant’s (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declarations of Justin F. Marquez, Sabrina Tennant, Julie Green,
4 and Osvaldo A. Ramos, the Class Action and PAGA Settlement Agreement and Class Notice
5 and the Amendment (which is referred to herein collectively as the “Settlement” or “Settlement
6 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Travel Store,
11 Inc. (“Defendant”), attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s
12 Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court. The Court notes that Defendant has
15 agreed to create a common fund of \$450,000 to cover: (a) settlement payments to the class
16 members who do not validly opt out; (b) a \$25,000.00 payment for the settlement of claims for
17 penalties under the Private Attorneys General Act (“PAGA”), with 75% of which (\$18,750.00)
18 being paid to the State of California, Labor & Workforce Development Agency (“LWDA”) and
19 25% (\$6,250.00) being paid to the Participating PAGA Members; (c) the Class Representative
20 service payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to
21 exceed 33 1/3% of the Gross Settlement Amount (\$150,000.00), and up to \$20,000.00 in costs
22 for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
23 Costs of up to \$6,750.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
27 and reasonable to the class members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A Final Fairness Hearing on the question of whether the proposed settlement,
9 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
10 of claims for penalties under PAGA, and the class representative's enhancement award should
11 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
12 in accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Settlement Class"): "all persons employed by TravelStore in California and classified as
15 an hourly-paid, non-exempt employee during the Class Period."

16 6. The Class Period "means the period that starts on February 28, 2017 and shall
17 end on October 30, 2022."

18 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
21 questions of law and fact that are common, or of general interest, to the Settlement Class, which
22 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
23 Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests
24 of the Settlement Class; and (5) a class action is superior to other available methods for the fair
25 and efficient adjudication of the controversy.

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Sabrina Tennant. The Court further preliminarily approves Plaintiff's ability to request
28 an incentive award up to \$10,000.00.

1 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Christina
2 Le, and Arsiné Grigoryan of Wilshire Law Firm, PLC as Class Counsel. The Court further
3 preliminarily approves Class Counsel’s ability to request attorneys’ fees of up to one-third of
4 the Total Settlement Amount (\$150,000.00), and costs not to exceed \$20,000.00.

5 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
6 reasonable administration costs estimated not to exceed \$6,750.00.

7 11. The Court approves, as to form and content the Class Notice which is part of the
8 Class Action and PAGA Settlement Agreement and Class Notice. The Court finds, on a
9 preliminary basis, that the plan for distribution in the Class Notice satisfies due process,
10 provides the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto.

12 12. The Parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement.

14 13. Any member of the Settlement Class who does not timely and validly request
15 exclusion from the Settlement may object to the Settlement Agreement.

16 14. The Court orders the following Implementation Schedule:

17 Defendant to provide Class List to the 18 Settlement Administrator, as defined in the 19 Settlement Agreement	[15 days after the Court grants Preliminary Approval of the Settlement]
20 Settlement Administrator to mail the Notice 21 Packets	[14 days after receiving the Class Data]
22 Response Deadline (Opt-out or dispute 23 Workweeks)	[45 days after Notice is mailed]
24 Deadline to Provide Written Objections, if 25 any	[45 days after Notice is mailed]
26 Deadline to file Motion for Final Approval, 27 Request for Attorneys’ Fees and Costs, and	16 court days before hearing on Motion for Final Approval, which is June 26, 2023;

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Service Award to Plaintiff's	Request for Attorneys' Fees and Costs, and Service Award to Plaintiff
	Final Approval Hearing	July 19, 2023 at 10:30 a.m., or first available date thereafter, in Department 12

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

DATE: 03/21/2023

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court

