

**FILED**  
Clerk of the Superior Court

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By: A. Wagner

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO, NORTHERN DIVISION**

AZIZI BARANAUSKAS, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

HEALTHCARE MANAGEMENT  
SERVICES, LLC, a California limited  
liability company; MEK ARDEN, LLC, a  
California limited liability company; MEK  
ASSOCIATES, LLC, a California limited  
liability company; MEK ESCONDIDO, LLC,

CASE NO. 37-2017-00013171-CU-OE-NC  
[Assigned for All Purposes to:  
The Hon. Timothy M. Casserly, Dept. N-31]

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

Judge: Hon. Timothy M. Casserly  
Dept.: N-31  
Hearing: November 1, 2019  
Time: 1:30 p.m.

1 a California limited liability company; MEK  
KENNEDY, LLC, a California limited  
2 liability company; MEK L.V. PROPERTY,  
LLC, a California limited liability company;  
3 MEK LEISURE GLEN, LLC, a California  
limited liability company; MEK LONG  
4 BEACH, LLC, a California limited liability  
company; MEK NORWOOD PINES, LLC, a  
5 California limited liability company; MEK  
OFFICE PROPERTY, LLC, a California  
6 limited liability company; MEK PALOMAR  
PROPERTY, LLC, a California limited  
7 liability company; MEK R.O. PROPERTY,  
LLC, a California limited liability company;  
8 MEK SACRAMENTO, LLC, a California  
limited liability company; and DOES 1  
9 through 300, inclusive,

10 Defendants.

Action Filed: April 7, 2017  
Trial Date: None Set

1 The Motion of Plaintiff Azizi Baranauskas (Plaintiff) for Preliminary Approval of Class  
2 Action Settlement came regularly for hearing before this Court at 1:30 p.m. on November 1,  
3 2019. The Court, having considered the proposed Stipulation and Settlement Agreement of  
4 Class Action Claims ("Settlement Agreement"), attached as Exhibit A to the Declaration of  
5 Devon K. Roepcke filed concurrently with the Motion; having considered Plaintiff's Motion for  
6 Preliminary Approval of Class Action Settlement, memorandum of points and authorities in  
7 support thereof, and supporting declarations filed therewith; and good cause appearing,  
8 HEREBY ORDERS THE FOLLOWING:

9  
10 1. The Court GRANTS preliminary approval of the class action settlement as set  
11 forth in the Settlement Agreement and finds its terms to be within the range of reasonableness  
12 of a settlement that ultimately could be granted approval by the Court at a Final Approval  
13 hearing. The Court preliminarily approves the terms of the Settlement Agreement and finds that  
14 they are fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff,  
15 the Court finds that the Settlement is the result of arms-length negotiations conducted after  
16 Plaintiff and/or her counsel adequately investigated the claims and became familiar with the  
17 strengths and weaknesses of the claims. The assistance of an experienced mediator in the  
18 Settlement process supports the Court's conclusion that the Settlement is non-collusive and  
19 reasonable. The Settlement is presumptively valid, subject only to any objections that may be  
20 raised pursuant to the terms of the Settlement Agreement. For purposes of the Settlement, the  
21 Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined  
22 community of interest among the Class Members in questions of law and fact. Therefore, for  
23 settlement purposes only, the Court grants conditional certification of the following Class:

24 All current and former non-exempt employees that worked for  
25 Defendants from April 7, 2013 to the date of preliminary approval of  
26 the Settlement.

27 2. For purposes of the Settlement, the Court designates Plaintiff Azizi Baranuaskas  
28 as Class Representative, and designates Jeffrey L. Hogue and Tyler J. Belong of Hogue &



1 Belong and Devon K. Roepcke of Law Offices of Devon K. Roepcke, PC as Class Counsel.

2 3. The Court designates CPT Group, Inc., as the third-party Settlement  
3 Administrator for mailing notices.

4 4. The Court approves, as to form and content, the Class Notice and the Change of  
5 Address/Dispute Form (collectively referred to as the "Notice Packet") attached as Exhibits 1  
6 and 2 respectively to the Settlement Agreement.

7 5. The Court finds that the form of notice to the Class Members regarding the  
8 pendency of the action and of the Settlement Agreement, and the methods of giving notice to  
9 Class Members constitute the best notice practicable under the circumstances, and constitute  
10 valid, due, and sufficient notice to all Class Members. The form and method of giving notice  
11 complies fully with the requirements of California Code of Civil Procedure section 382,  
12 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California  
13 and United States Constitutions, and other applicable law.

14 6. The Court further approves the procedures for Class Members to opt out of or  
15 object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

16 7. The procedures and requirements for submitting objections in connection with  
17 the Final Approval hearing are intended to ensure the efficient administration of justice and the  
18 orderly presentation of any Settlement Class Member's objection to the Settlement, in  
19 accordance with the due process rights of all Settlement Class Members.

20 8. The Court directs the Settlement Administrator to mail the Notice Packet to the  
21 Class Members in accordance with the terms of the Settlement Agreement.

22 9. The Class Notice shall provide 45 calendar days' notice for Class Members to  
23 submit disputes, opt out of, or object to the Settlement.

24 10. The Final Approval hearing on the question of whether the Settlement  
25 Agreement should be finally approved as fair, reasonable and adequate is scheduled on March 6,  
26 2020 at 1:30 p.m. in Department N-31 of this Court, located at 325 S. Melrose Dr., Vista,  
27 California 92081. The Court reserves the right to continue the date of the Final Approval  
28 hearing without further notice to the Class Members. The Court retains jurisdiction to consider

all further applications arising out of or in connection with the Settlement Agreement.

11. At the Final Approval hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and (c) whether Plaintiff's request for service payment, settlement administration costs, LWDA payment, and Class Counsel's attorneys' fees and costs should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's request for service payment, settlement administration costs, LWDA payment, and Class Counsel's attorneys' fees and costs prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below (assuming that the Court grants preliminary approval of the Settlement on November 1, 2019):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	November 15, 2019
Settlement Administrator to mail the Notice Packet to the Class Members no later than:	November 25, 2019
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 18, 2020
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	February 11, 2020
Final Approval hearing	March 6, 2020 at 1:30 p.m.

14. Pending the Final Approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent

1 with either this Order or the terms of the Settlement.

2 16. In the event the Settlement is not finally approved, or otherwise does not become  
3 effective in accordance with the terms of the Settlement, this Order shall be rendered null and  
4 void and shall be vacated, and the parties shall revert to their respective positions as of before  
5 entering into the Settlement.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated: 11-1-19

**Timothy M. Casserly, Judge**

Hon. Timothy M. Casserly  
Judge of the Superior Court