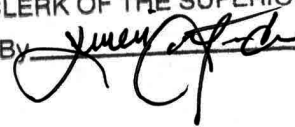


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FILED
ALAMEDA COUNTY

FEB 10 2023

CLERK OF THE SUPERIOR COURT
By  Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SHAUN HARRIS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MANCINI'S SLEEPWORLD, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: RG21114991

Assigned for All Purposes to:
Honorable Brad Seligman
Department 23

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

[Reservation ID: 464587648405]

Hearing Date: February 14, 2023
Hearing Time: 3:00 p.m.
Hearing Place: Department 23

Complaint Filed: October 6, 2021
FAC Filed: October 25, 2022
Trial Date: None Set

1 The Court, having read and considered the papers filed in support of the motion, the proposed
2 settlement documents, the arguments of counsel, and good cause appearing therefore;

3 **IT IS HEREBY ORDERED:**

4 1. This Order incorporates by reference the definitions in the Class Action and PAGA
5 Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), and all terms
6 defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

7 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and
8 reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members
9 and finds such recovery is fair, adequate, and reasonable when balanced against further litigation. It
10 appears the Parties have conducted significant investigation, discovery, and research such that both
11 Parties’ counsel are able to reasonably evaluate their positions at this time. It further appears the
12 Settlement, at this time, will avoid substantial additional costs by all Parties and avoid the risks and
13 delay inherent in further prosecution. It also appears the Parties reached the Settlement as the result of
14 intensive, serious, and non-collusive, arm’s-length negotiations facilitated by an experienced and
15 neutral mediator. Thus, on a preliminary basis, the Court finds the Settlement appears to be within the
16 range of reasonableness of a settlement that could be given final approval by this Court. Accordingly,
17 the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

18 3. The following persons are conditionally certified as “Class Members” or the “Class”
19 for settlement purposes only: all current and former non-exempt or commissioned sales employees of
20 Defendant Mancini’s Sleepworld, Inc. (“Defendant”) within the State of California at any time during
21 the period from April 9, 2017 to November 30, 2022. “Participating Class Members” means Class
22 Members who do not submit valid and timely Requests for Exclusion from the Settlement.

23 4. The “Aggrieved Employees” means all current and former non-exempt or
24 commissioned sales employees of Defendant within the State of California at any time during the
25 period from September 13, 2021 to November 30, 2022.

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1 5. The Class satisfies the certification requirements of a class because the Class Members
2 are readily ascertainable, and a well-defined community of interest exists in the questions of law and
3 fact. If the Settlement Agreement does not become final and effective, the fact the Parties were willing
4 to stipulate to certification of the Class as part of the Settlement Agreement shall have no bearing on
5 and shall not be admissible or used in any way in connection with the question of whether the Court
6 should certify any claims in a non-settlement context in this case or in any other lawsuit.

7 6. Plaintiff Shaun Harris ("Plaintiff") is appointed as the class representative.

8 7. Douglas Han, Shunt Tatavos-Gharajeh, and John Bickford of Justice Law Corporation
9 are appointed as Class Counsel.

10 8. The Parties' notice plan is constitutionally sound and hereby approved as the best
11 notice practicable. The Notice of Class Action Settlement ("Class Notice"), attached hereto as **Exhibit**
12 **A**, is sufficient to inform Class Members of the terms of the Agreement, their rights to receive
13 monetary payments under the Agreement, and the date and location of the Final Approval Hearing. In
14 addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a)
15 the nature of the action, definition of the Class, identity of Class Counsel, and material terms of the
16 Agreement; (b) the application for the Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment, and Class Representative Service Payment; (c) the formulas used to determine
18 each Participating Class Member's Individual Class Payment and Aggrieved Employee's Individual
19 Private Attorneys General Act of 2004 ("PAGA") Payment; (d) Class Members' right to appear
20 through counsel if they desire; (e) how to object to or submit a Request for Exclusion from the
21 Agreement; and (f) how to obtain additional information. The Court finds the notice requirements of
22 California Rule of Court, rule 3.769, subdivision (f), are satisfied and that the Class Notice adequately
23 advises Class Members of their rights. The Parties' counsel are authorized to correct any typographical
24 errors in the Class Notice and make clarifications, to the extent they are found or needed. But such
25 corrections must not materially alter the substance of the Class Notice and other notice documents.

26 9. The rights of any potential dissenters to the Settlement are adequately protected in that
27 dissenters may exclude themselves from the Settlement and, by extension, the Released Class Claims.

1 10. The Court finds the notice of settlement the Plaintiff provided to the California Labor
2 and Workforce Development Agency satisfies the notice requirements of Labor Code section 2698, *et*
3 *seq.* (PAGA).

4 11. The Court preliminarily approves the settlement of claims under PAGA according to
5 the terms and conditions in the Settlement Agreement.

6 12. To the extent permitted by law, pending a determination as to whether the Agreement
7 should be approved, Class Members, whether directly, representatively, or in any other capacity,
8 whether or not such persons have appeared in this case, shall not institute or prosecute any of the
9 Released Class Claims against the Released Parties.

10 13. CPT Group, Inc. is appointed to act as the Administrator, pursuant to the terms set
11 forth in the Agreement. The Administrator is ordered to carry out the settlement administration
12 according to the terms of the Agreement and in conformity with this Order.

13 14. Within thirty (30) days after the Court grants Preliminary Approval of the Settlement,
14 Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. The Class
15 Data will include the Class Member's: (a) name; (b) last-known mailing address; (c) Social Security
16 Number; and (d) number of Class Period Workweeks and PAGA Pay Periods ("Class Data").

17 15. Before mailing Class Notice, the Administrator shall update Class Member addresses
18 using the National Change of Address Database. Using best efforts to perform as soon as possible, and
19 in no event later than fourteen (14) days after receiving the Class Data, the Administrator will mail the
20 Class Notice to all Class Members identified in the Class Data via first-class U.S. Postal Service.

21 16. Within three (3) business days after the Administrator's receipt of any Class Notice
22 returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any
23 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
24 Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most
25 current address obtained. The Administrator has no obligation to make further attempts to locate or
26 send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. The
27 deadlines for Class Members to submit Requests for Exclusion, written objections, and Challenges to
28

1 Workweeks and/or Pay Periods will be extended an additional fourteen (14) days beyond the sixty
2 (60) days otherwise provided in the Class Notice for all Class Members whose notice is remailed.

3 17. The procedures and 60-day deadline ("Response Deadline") for Class Members to
4 request exclusion from the Settlement, object to the Settlement, and dispute the Workweeks and/or
5 Pay Periods is adopted as described in the Settlement.

6 18. A Request for Exclusion must include the Class Member's name, address, email
7 address or telephone number, and last four digits of their Social Security Number. To be valid, a
8 Request for Exclusion must be timely faxed or postmarked by the Response Deadline and received by
9 the Administrator no later than five (5) days after the expiration of the Response Deadline.

10 19. Participating Class Members may send written objections to the Administrator by fax
11 or mail. Participating Class Members may also appear in Court (or hire an attorney to appear in Court)
12 to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects
13 to send a written objection to the Administrator must do so by the Response Deadline. Any opposition
14 or reply to an objection or the motion for final approval will be due according to Code of Civil
15 Procedure section 1005.

16 20. Each Class Member may challenge the number of Class Workweeks and PAGA Pay
17 Periods (if any) allocated to them in the Class Notice by communicating with the Administrator via
18 fax or mail by the Response Deadline.

19 21. At the Final Approval Hearing, the Court will determine whether the Settlement
20 Agreement should be granted final approval as fair, reasonable, and adequate. The Court reserves the
21 right to continue the date of the Final Approval Hearing without further notice to the Class Members.
22 The Court also retains jurisdiction to consider all further applications arising out of or in connection
23 with the Settlement Agreement.

24 22. The Parties are ordered to carry out the Settlement Agreement according to the terms
25 of the Settlement Agreement.


26 23. Pending further orders of this Court, all proceedings in this matter, except those
27 contemplated in this Preliminary Approval Order and in the Settlement Agreement, are stayed.

24. The dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Administrator	Within thirty (30) days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to mail the Class Notice to Class Members	Within fourteen (14) days after the Administrator receives the Class Data from Defendant
c.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or disputes to the Administrator	Within sixty (60) days after the Administrator mails Class Notice
d.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or disputes to the Administrator if they receive remailed Class Notices	Within an additional fourteen (14) days beyond the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Deadline for Class Counsel to file Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
g.	Final Approval Hearing and Final Approval	July 25, 2023 at 3 p.m. in Department 23

IT IS SO ORDERED.

Dated: 2/2/23

By: 
Honorable Brad Seligman
Judge of the Superior Court

Harris v. Mancini's Sleepworld, Inc., No. RG21114991
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who worked for Defendant Mancini's Sleepworld, Inc. ("Defendant" or "Mancini's") as a non-exempt, hourly, or commissioned sales employee at any time between April 9, 2017 and November 30, 2022.

On _____, the Honorable Brad Seligman of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on _____ at _____ in Department 23 of the Alameda County Superior Court located at 1225 Fallon Street, Oakland, California, 94612. You are not required to attend the hearing, but you are welcome to do so.

According to Defendant's records, you worked during the Class Period in a non-exempt or a commissioned sales position for a total of _____ Workweeks during the relevant time period. In addition, Defendant's records indicate you worked a total of _____ PAGA Pay Periods during the relevant time period. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Summary of the Litigation

Plaintiff Shaun Harris, on behalf of himself and other current and former non-exempt, hourly, and commissioned sales employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks and premiums for missed meal and rest breaks; (3) provide employees with accurate, itemized wage statements; (4) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (5) reimburse for necessary business expenses.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 31, 2022, and September 9, 2022, the parties participated in mediation with Deborah Crandall Saxe, an experienced and well-respected class action mediator. With Ms. Saxe's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, they also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Mancini's has also extensively investigated and researched the factual and legal issues raised in the case. Although Mancini's believes it has meritorious defenses to the claims, Mancini's has concluded that further defense of this case would be lengthy and expensive for all Parties. Mancini's has, therefore, agreed to settle this matter in order to put to rest all claims that are or could have been asserted against it in the lawsuit. By agreeing to settle, Mancini's does not admit liability on any of the factual allegations or claims in the case, or that the case can or should proceed as a class action.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$2,500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) the Class Representative Enhancement Payment of \$10,000 to Shaun Harris for his services on behalf of the class; (3) up to \$833,333 in attorneys' fees and up to \$30,000 in litigation costs and expenses; (4) a \$187,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$12,000. After deducting the Class Representative Enhancement Payment, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,419,167 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount"). Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked for Mancini's as a non-exempt or sales employee during the period from April 9, 2017 and November 30, 2022. The formula for calculating settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Value".
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
- (e) The Settlement Administrator will also calculate Individual PAGA Payments by (1) dividing \$62,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (2) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments. You are an Aggrieved Employee if you are a current or former non-exempt, hourly, and commissioned sales employee for Defendant in California from September 13, 2021 to November 30, 2022.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Defendant's share of employer payroll taxes as the Class Members' current and former employer will be paid separately from the Gross Settlement Amount.

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Class Claims”): Any and all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, for unpaid wages, overtime, damages, penalties, interest, and attorneys’ fees, arising from, or reasonably related to, the claims asserted in the Operative Complaint and ascertained in the course of the Action, during the Class Period, including without limitation: violation of Labor Code sections 510 and 1198 (all claims for unpaid overtime), violation of Labor Code sections 226.7 and 512(a) (all claims for meal and rest period violations), violation of Labor Code sections 1194 and 1197 (all claims for unpaid minimum wages), violation of Labor Code sections 201 and 202 (all claims for final wages not timely paid), violation of Labor Code section 226(a) (all claims for non-compliant wage statements), violations of Labor Code sections 2800 and 2802 (all claims for unreimbursed business expenses), all claims for failure to pay wages in a timely manner, and related claims asserted under Business & Professions Code section 17200, *et seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The Release coupled with an Approval Order and Judgment has full res judicata effect, if final, and precludes any future claims involving the Released by Participating Class Members based on the same primary rights for the Class Period per *Rangel v. PLS Check Cashers of Cal. Inc.* (9th Cir. 2018) 899 F.3d. 1106 (FLSA claims barred based on the Release by Participating Class Members).

If you are an Aggrieved Employee, you will also be deemed to have released or waived the following (“Release by Aggrieved Employees”): Any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004).

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number or email address, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____ (“Response Deadline”). If you submit a Request for Exclusion which is not postmarked or faxed by _____ for Exclusion must be timely faxed or postmarked by the Response Deadline and received by the Administrator no later than 5 days after the expiration of the Response Deadline. In the case of Requests for Exclusion that are mailed to the Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Request for Exclusion that is not received by the Administrator will be deemed ineffective unless the Class Member submits documentary evidence conclusively demonstrating that they took all necessary steps to comply with the opt-out procedures herein and that the Administrator's failure to receive their Request for Exclusion was due to forces outside of their control. Declarations or affidavits, without additional documentary evidence corroborating the necessary steps taken, shall be deemed insufficient to conclusively demonstrate that all necessary steps to comply with the opt-out procedures herein were taken.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released any of the Released Class Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you are an Aggrieved Employee, you will not be able to opt-out of the PAGA portion of the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, and the Court overrules (e.g., rejects) your objections, you will still be entitled to the money from the settlement and you will be deemed to have released the Released Class Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

SETTLEMENT ADMINISTRATOR [contact] [CPT GROUP, INC.] [Address] [Address 2] Phone: []	CLASS COUNSEL Douglas Han Shunt Tatavos-Gharajeh John M. Bickford JUSTICE LAW CORPORATION 751 N. Fair Oaks Ave, Suite 101 Pasadena, CA 91103 Phone: 818.230.7502
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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed above.

For more detailed information, you may refer to the underlying documents and papers on file with the Court at County Administrative Building, located at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website, click the 'Case Number Search' link, create an account, then enter RG21114991 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Document Download' button at the top right of the page at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******