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ELECTRONICALLY FILED  
Superior Court of California  
County of Sonoma  
3/1/2022 4:36 PM  
Arlene D. Junior, Clerk of the Court  
By: Jennifer Ellis, Deputy Clerk

**IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**SUPERIOR COURT OF SONOMA COUNTY**

MONIQUE LEWIS, on behalf of herself and  
others similarly situated,

Plaintiff,

v.

RAPID ACTION, LLC; and DOES 1-20,  
inclusive,

Defendants.

Case No: SCV-266736

*Assigned for All Purposes to Honorable  
Gary Nadler; Dept. 19*

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

1 On February 9, 2022, the Court granted Plaintiff Monique Lewis' ("Plaintiff") Unopposed  
2 Motion for Preliminary Approval of the Class and Representative Action Settlement in full, and Ordered  
3 as follows:

4 1. This Order incorporates the defined terms in the Joint Stipulation of Class Action and  
5 PAGA Settlement (the "Agreement" or "Settlement"). Unless otherwise specified, all capitalized terms  
6 in this Order shall have the same meaning given to those terms in the Agreement.

7 2. The Parties' Agreement is granted preliminary approval, including all of the terms and  
8 conditions set forth therein, and the monetary amounts and allocation of payments, as it meets the criteria  
9 for preliminary settlement approval.

10 3. The Class is defined as all current and former non-exempt employees of Defendant who  
11 worked at any facility engaged in a trade dispute in California at any time from July 17, 2016 through  
12 October 1, 2021. The PAGA Members consist of all current and former non-exempt employees of  
13 Defendant who worked at any facility engaged in a trade dispute in California at any time from July 14,  
14 2019 through October 1, 2021. [Pursuant to Paragraph 38 of the Settlement Agreement, the end of the  
15 Class and PAGA periods have been adjusted from grant of preliminary approval to October 1, 2021].

16 **I. THE TERMS OF THE SETTLEMENT**

17 **1. The Monetary Terms**

18 The Total Maximum Settlement Fund of Five Hundred Thousand Dollars (\$500,000.00). The  
19 Net Settlement Amount is the Maximum Settlement Fund less:

- 20 • Up to \$166,650.00 for Attorneys' Fees;
- 21 • Up to \$15,000 for Attorneys' Costs;
- 22 • Up to \$10,000 for Settlement Administration Costs;
- 23 • Up to \$10,000 for a Service Award to Plaintiff as the proposed class representative; and
- 24 • \$15,000 allocated as the PAGA Payment.

25 Defendant shall fund the Maximum Settlement amount and all applicable employer-side payroll  
26 taxes following Final Approval by the Court and the occurrence of the Effective Date. There is no claim  
27 requirement and the Settlement is non-reversionary. Individual Settlement Payments will be paid from  
28

1 the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members  
2 and shall be paid pursuant to the formula set forth in the Settlement.

3  
4 **2. Settlement Administrator**

5 Phoenix Class Action Settlement Administration Solutions is appointed to act as the Settlement  
6 Administrator pursuant to the terms set forth in the Settlement. Settlement Administration Costs are  
7 estimated to be \$10,000.

8 **3. Service Award**

9 Plaintiff Monique Lewis is approved as the representative of the Class conditionally certified by  
10 this Order. The requested Service Award for the Plaintiff as class representative appears reasonable.  
11 Plaintiff has devoted much time and energy to this litigation, taking part personally in discovery  
12 responses, gathering evidence, obtaining information on Defendant's practices and policies, and helping  
13 prepare for mediation. Plaintiff states that she has spent about 50 hours of time on this case.

14 **4. Attorneys' Fees**

15 Class Counsel is requesting an Attorneys' Fees Award not in excess of One Hundred Sixty-Six  
16 Thousand Six Hundred Fifty Dollars (\$166,650.00), or one third of the Total Maximum Settlement Fund,  
17 and Attorneys' Cost Award not in excess of Fifteen Thousand Dollars (\$15,000.00). The issue of  
18 attorneys' fees and costs will be addressed more fully at the Final Approval Hearing, but the amounts  
19 requested seem potentially appropriate.

20 **5. The Terms of Releases**

21 Participating Class Members shall fully release and discharge the Released Parties from any and  
22 all Released Claims for the Class Period as defined in the Settlement Agreement. This release shall be  
23 binding on all Participating Class Members. All PAGA Members, the LWDA and State of California  
24 shall release claims arising under PAGA for the PAGA Period.

25 **II. ANALYSIS OF SETTLEMENT AGREEMENT**

26 **1. The Settlement was reached through arm's-length bargaining**

27 The parties attended a full-day mediation before Hon. Michael Marcus (Ret.).

28 **2. The investigation and discovery were sufficient.**

1 Prior to mediation that resulted in Settlement, Defendant produced time-keeping and payroll  
2 documents as well as company policy documents. Plaintiff then retained an expert consultant to analyze  
3 the records. This action has thus included investigation and discovery as well as litigation over the  
4 validity of the various claims, allowing the Parties to gauge the relative strength of, and bases for, the  
5 various claims. Plaintiff has provided the Court with adequate information about the nature and  
6 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent  
7 assessment of the reasonableness of the terms to which the Parties have agreed.

8 **3. Counsel is experienced in similar litigation**

9 Shakouri Law Firm represents that it is experienced in class action litigation and is approved as  
10 Class Counsel.

11 **4. The Risks of Future Litigation**

12 It seems unlikely that each Class Member would bring an individual suit given the nature of the  
13 circumstances, fear of retribution, and small size of the claims. Employment cases such as this are classic  
14 examples of cases where individual lawsuits are unlikely and class certification appropriate.

15 **III. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED FAIR, ADEQUATE,**  
16 **AND REASONABLE.**

17 The settlement amount (i.e., Maximum Settlement Fund) seems potentially reasonable. The  
18 amount is substantial in total and a significant percentage of what Plaintiff could obtain if prevailing at  
19 trial. This is especially true considering the amount of unpaid wages and meal and rest break premiums  
20 actually owed to the Class. Each Class Member will receive an award that is not de minimis. There are  
21 risks with continued litigation, and Defendant's arguments and defenses provide facially reasonable  
22 bases for potentially reducing the award of penalties it may owe the Class under Labor Code § 203.

23 **IV. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED**

24 **1. The Proposed Class is Numerous**

25 Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only. The  
26 class consists of about 320 Class Members, which is numerous.

27 **2. The Proposed Class is Ascertainable**

1 The evidence demonstrates that the Class is easily identifiable from employment records and the  
2 Parties have already identified the Class Members and the number.

3 **3. There is a Community of Interest**

4 Plaintiff alleges class-wide policies applied uniformly across the Class with differences  
5 depending primarily on objectively identifiable distinctions such as the amount of pay periods worked.  
6 Plaintiff also states that in her experience and based on her observations, the standard class-wide policies  
7 and practices applied to her as well as the rest of the Class. This indicates a community of interest  
8 generally. The factual and legal issues are generally common across the Class and easily identifiable  
9 without particularized determinations or disputes of factual details. This demonstrates common  
10 questions of both law and fact, with only minor factual differences depending on objectively identifiable  
11 information such as the hours each employee worked. The Plaintiff's claims seem typical and are  
12 basically the same as the other Class Members' claims. All of these factors support class certification  
13 for settlement purposes.

14 **V. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS OF DUE**  
15 **PROCESS**

16 The proposed Notice notifying Class Members of the Settlement is attached as "Exhibit 1" to the  
17 Settlement. The Notice appears to contain all of the requisite information and presents it, as well as key  
18 points about the Class Members' options, in a clear, easily readable format with appropriate sections in  
19 bold, specific points clearly separated out by number with clear headings, dividing the information into  
20 clear, easily identifiable sections. The Notice appears to be adequate. Notably, it identifies the Settlement  
21 Administrator and the attorneys clearly with the contact information standing out clearly and contains a  
22 clear heading for the Final Approval Hearing and clearly indicates the relevant dates and times. The  
23 Notice also provides Class Members with the opportunity to opt out from the Settlement or object to it,  
24 and further informs them that they have an opportunity to appear at Final Approval Hearing.

25 Within 15 calendar days of this Order, Defendant shall provide the Settlement Administrator  
26 with the Class List and Data Report, defined in the Settlement as each Class Member's full name, last-  
27 known address, social security number, dates of employment, and number of qualifying pay periods.  
28 The Settlement Administrator shall mail the Notice to each Class Member through first-class mail within


1 14 calendar days of receiving the Class List and Data Report from Defendant, using the most current  
2 address from the Class List and Data Report and, as necessary, the National Change of Address Database  
3 (“NCOAD”). Prior to mailing of the Notice, the Settlement Administrator shall perform a search in the  
4 NCOAD. If any Notice is returned before the response deadline, the Settlement Administrator shall  
5 promptly mail the Notice via regular first-class U.S. Mail to the forwarding address, if any, and the  
6 Settlement Administrator shall note the date of such re-mailing. Class Members shall have 45 calendar  
7 days from mailing of the Notice in which to opt out from the Settlement or object to it. The Court hereby  
8 finds that the mailing and distribution of the Notice in the manner set forth in Paragraph V of this Order  
9 meets the requirements of due process and is the best notice practicable under the circumstances and  
10 shall constitute due and sufficient notice to all Class Members.

11 5. A Final Approval Hearing will be held on 5/19/22, at 3:00 p.m. in  
12 Department 19 (the Parties request that Final Approval Hearing be scheduled on May 10, 2022 (i.e., 90  
13 days after grant of preliminary approval) or anytime thereafter as the Court’s calendar permits), to  
14 determine whether the Settlement should be granted final approval as fair, reasonable, and whether there  
15 was adequate notice to the Class Members. The Motion for Final Approval must be filed no later than  
16 16 court days before the Final Approval Hearing.

17 6. Any Class Member may appear at the Final Approval Hearing in person or by his or her  
18 own attorney and show cause why the Court should not approve the Settlement, or object to the motion  
19 for an award of attorneys’ fees and costs to Class Counsel or a service award to Plaintiff.

20 7. The Court reserves the right to continue the date of the Final Approval Hearing without  
21 further notice to Class Members. The Court retains jurisdiction to consider all further applications arising  
22 out of or in connection with the Settlement.

23  
24  
25 DATED: 3/1/2022

  
HON. GARY NADLER  
JUDGE OF THE SUPERIOR COURT