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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/05/2022
By Deputy: Conder, Perla

7 **Attorneys for Plaintiff Lauren LeBarre and the Putative Class**

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF MONTEREY**

10 **LAUREN LEBARRE,**

11 **Plaintiff,**

12 **v.**

13 **ROWTOWN, INC., a corporation;**
14 **OBSIDIAN HR, INC., a corporation; and**
15 **DOES 1-100, inclusive,**

16 **Defendants.**

Case No.: 21CV002021

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 2, 2022

Time: 8:30 a.m.

Dept.: 15

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21 WHEREAS, Plaintiff Lauren LeBarre (“Plaintiff” or “LeBarre”), individually and in her
22 representative capacity, and Defendant Rowtown, Inc. (“Defendant”), have reached a proposed
23 settlement of the class claims alleged in the above-captioned action (the “Settlement”).

24 WHEREAS, Plaintiff has moved the Court for preliminary approval of the proposed
25 Settlement on the terms and conditions set forth in the Class Action Settlement Agreement and
26 Release (“Settlement Agreement”), and for preliminary and conditional class certification;

27 AND NOW, the Court having reviewed and considered the Settlement Agreement, the
28 Motion for Preliminary Approval of Class Action Settlement, the supporting Memorandum of Points
and Authorities, the Declaration of John P. Briscoe (with exhibits), and the proposed Notice of

1 Pendency and Order of Preliminary Approval, IT IS HEREBY ORDERED, ADJUDGED and
2 DECREED as follows:¹

3 1. For purposes of settlement only, the following Settlement Class is preliminarily and
4 conditionally certified:

5 All current and former non-exempt employees employed by Rowtown, Inc. in the
6 State of California from June 23, 2017 to the date of preliminary approval of this
7 Settlement.

8 The Settlement Class is further divided into the following subclasses, which are
9 certified as follows:

- 10 a. The “Overtime Subclass” – Plaintiff and all other current and former non-exempt
11 employees employed by Rowtown, Inc. in the state of California who were paid non-
12 discretionary incentives, including without limitation, service charges, and worked
overtime in the same pay period from June 23, 2017 to the date of preliminary Court
approval of the Settlement;
- 13 b. The “Sick Leave Subclass” – Plaintiff and all other current and former non-exempt
14 employees employed by Rowtown, Inc. in the state of California who were paid non-
15 discretionary incentives, including without limitation, service charges, and used paid
sick leave in the same pay period from June 23, 2017 to the date of preliminary Court
approval of the Settlement;
- 16 c. The “Meal/Rest Period Premium Subclass” – Plaintiff and all other current and former
17 non-exempt employees employed by Rowtown, Inc. in the state of California who
were paid non-discretionary incentives, including without limitation, service charges,
18 and were paid meal or rest period premiums in the same pay period from June 23,
2017 to the date of preliminary Court approval of the Settlement ;
- 19 d. The “Waiting Time Subclass” – Plaintiff and all other current and former non-exempt
20 employees employed by Rowtown, Inc. in the State of California who were paid non-
discretionary incentives, including without limitation service charges, and either
21 worked overtime or used paid sick leave or were paid meal or rest period premiums
in the same workweek, and whose employment with Rowtown, Inc. was severed, at
any time since June 23, 2018.
- 22 e. The “Wage Statement Subclass” – Plaintiff and all other current and former
23 employees in the Overtime Subclass, the Sick Leave Subclass, the Meal/Rest Period
Premium Subclass, and the Meal/Rest Period Subclass who received one or more
24 wage statements at any time from June 23, 2020 to the date of preliminary Court
approval of the Settlement.
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28 ¹This Order of Preliminary Approval incorporates the terms of the Settlement Agreement and all capitalized terms used herein shall have the meanings defined in the Settlement Agreement.

1 The Court finds, for purposes of settlement only, that the requirements of California Rules of
2 Court, Rule 3.769 and California Code of Civil Procedure section 382 are satisfied and accordingly
3 certifies the Settlement Class. Specifically, the Court finds: (1) members of the Settlement Class are
4 too numerous to be joined individually; (2) there are questions of law and fact common to the
5 Settlement Class; (3) the claims of Plaintiff as class representative are typical of the claims of the
6 Settlement Class Members; and (4) Plaintiff and Settlement Class Counsel will fairly and adequately
7 protect the interests of the Settlement Class. The Court also finds that questions of law or fact
8 common to members of the Settlement Class predominate over any questions affecting only
9 individual members and a class action is superior to other available methods for the fair and efficient
10 adjudication of the controversy.

11 2. Plaintiff Lauren LeBarre is approved as class representative.

12 3. Mayall Hurley P.C., by and through Robert J. Wasserman and John P. Briscoe are
13 hereby appointed as Class Counsel.

14 4. The Court finds on a preliminary basis that the Settlement Agreement, attached as
15 **Exhibit 1** to the Declaration of John P. Briscoe and incorporated herein by this reference and made a
16 part of this Order of Preliminary Approval, appears to be within the range of reasonableness of
17 settlement which could ultimately be given final approval by this Court; it further appears to the
18 Court on a preliminary basis that the settlement amount is fair and reasonable to Settlement Class
19 Members when balanced against the probable outcome of further litigation, liability and damages
20 issues; it further appears that significant investigation and research has been conducted and that
21 counsel for the parties at this time are able to reasonably evaluate substantial costs, delay and risks
22 that would be presented by the further prosecution of the litigation; it further appears that the proposed
23 Settlement has been reached as the result of intensive, serious and non-collusive, arms-length
24 negotiations.

25 5. The Court finds that the proposed Notice of Pendency of Class Action, Preliminary
26 Approval of Settlement, and Hearing for Final Approval (“Class Notice”), attached as Exhibit A to
27 the Settlement Agreement (and as Exhibit 2 to the Declaration of John P. Briscoe), and incorporated
28 herein by this reference and made a part of this Order of Preliminary Approval, fairly and adequately

1 appries Settlement Class Members of the pendency of the Action, the terms of the proposed
2 Settlement, the options available to them thereunder, including their rights to participate, opt-out
3 and/or object, as well as the procedures and timing for doing so. The Court further finds that the
4 Class Notice clearly comports with all constitutional requirements including those of due process.

5 6. Phoenix Settlement Administrators is appointed as the Administrator and shall
6 administer the Settlement in accordance with the terms set forth in the Settlement Agreement and
7 perform the functions set forth therein. Administration costs of up to \$5,950 are approved.

8 7. Defendant is ordered to provide the Class List to the Administrator within 14 calendar
9 days of the issuance of this Order of Preliminary Approval.

10 8. The Administrator is to mail the Class Notice to the Class Members within 10
11 calendar days of its receipt of the Class List.

12 9. Subject to further consideration by the Court at the time of the Final Approval
13 Hearing, the requested fees and costs of Class Counsel (one-third of the Gross Settlement Amount,
14 or \$25,000 in attorneys' fees, and costs of suit in an amount not to exceed \$9,000) and the requested
15 Class Representative Incentive Payment to Plaintiff (\$3,000) are preliminarily approved.

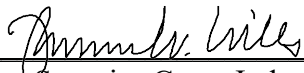
16 10. The Final Approval Hearing shall be held in Department 15 in this Court, on
17 February 24, 2022 at 8:30, as set forth in the Class Notice, to determine the fairness,
18 reasonableness and adequacy of the Settlement and whether it should be approved finally by the
19 Court. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the
20 Court without further notice to the class.

21 11. Any party to this Action, including Settlement Class Members, may appear at the
22 final hearing in person or by counsel, and may be heard to the extent allowed by the Court, in
23 support of or in opposition to, the Court's determination of the good faith, fairness, reasonableness
24 and adequacy of the proposed Settlement, the proposed Service Award, Class Counsel's requested
25 attorneys' fees and costs, and any order of final approval regarding such Settlement; provided,
26 however, that no person, except Settlement Class Counsel and counsel for Defendants, shall be heard
27 in opposition to such matters unless such person has complied with the conditions set forth in the
28 Class Notice.

1 The parties to the Agreement are directed to carry out their obligations under the Settlement
2 Agreement.

3 IT IS SO ORDERED.

4 DATE: October 5, 2022



Superior Court Judge

6 THOMAS W. WILLS

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PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2453 Grand Canal Boulevard, Stockton, California 95207 that is located in the county where the mailing and/or delivery below took place.

On June 22, 2022, I served the following document:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

addressed to:

Robert D. Vogel
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Halle Gotfredson
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Counsel for Rowtown, Inc.

- BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.
- BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2022, at Stockton, California.



LINDSAY RILEY