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15 Attorneys for Plaintiff, the Class, and Aggrieved Employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF ORANGE**

18 MELISSA MOSS, as an individual and on  
19 behalf of all others similarly situated,

20 Plaintiffs,

21 vs.

22 SARES REGIS OPERATING COMPANY,  
23 L.P.; and DOES 1 through 50, inclusive,

24 Defendants.

Case No.: 30-2021-01201041-CU-OE-CXC

[Assigned for all purposes to the Hon. William  
Claster, in Department CX104]

**[PROPOSED] AMENDED ORDER**  
**GRANTING PLAINTIFF'S MOTION FOR**  
**PRELIMINARY APPROVAL OF CLASS**  
**ACTION SETTLEMENT**

Date: November 4, 2022

Time: 9:00 a.m.

Dept.: CX104

Complaint Filed: May 17, 2021

FAC Filed: August 16, 2021

SAC Filed: June 10, 2022

Trial Date: None Set

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

NOV 15 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: *C. Y.* DEPUTY

1 Plaintiff Melissa Moss's ("Plaintiff") Motion for Preliminary Approval of Class Action  
2 Settlement (the "Motion") was filed with the Court on June 10, 2022. On November 3, 2022, the  
3 Court published a tentative order granting the Motion. Plaintiff and Defendant Sares Regis  
4 Operating Company, L.P. ("Defendant") did not contest the tentative.

5 The Court has considered the Amended Joint Stipulation of Class Action and PAGA  
6 Settlement and Release of Claims ("Stipulation" or "Settlement Agreement") and all other papers  
7 filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between  
10 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,  
11 and reasonable to the Class;

12 2. The Class Representative and Defendant (the "Parties"), through their counsel of  
13 record in the Action, have reached an agreement to settle all claims in the Action on behalf of the  
14 Class (as defined below and in the Settlement Agreement) as a whole;

15 3. The Court hereby conditionally certifies the following Class for settlement  
16 purposes only:

17 all individuals who worked for SRG as an hourly or non-exempt employee in the  
18 State of California from May 7, 2019 to July 8, 2021 (the "Class Period"), and  
19 who either (a) earned non-discretionary incentive wages and received a meal or  
20 rest period premium during the same workweek at any time during the Class  
21 Period ("Meal/Rest Class Members"); or who were paid final wages (upon  
22 separation of employment) via a paycard at any time during the Class Period  
23 ("Paycard Class Members").

24 4. Should for whatever reason the Settlement Agreement not become Final, the fact  
25 that the Parties were willing to stipulate to certification of a class as part of the Settlement  
26 Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue  
27 of whether a class should be certified in a non-settlement context.

28 5. The Court appoints and designates: (a) Plaintiff Melissa Moss as the Class  
Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity  
Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class.

1 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents  
2 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts  
3 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member  
4 may enter an appearance through his or her own counsel at such Class Member's own expense.  
5 Any Class Member who does not enter an appearance or appear on his or her own behalf will be  
6 represented by Class Counsel.

7 6. The Court hereby approves the terms and conditions provided for in the  
8 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement  
9 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,  
10 subject only to any objections that may be raised at the final fairness hearing and final approval  
11 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,  
12 and reasonable as to all potential Class Members when balanced against the probable outcome of  
13 further litigation relating to liability and damages issues. It also appears that investigation,  
14 research, and court proceedings have been conducted so that counsel for the Parties are able to  
15 reasonably evaluate their respective positions. It appears to the Court that settlement at this time  
16 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that  
17 would be presented by the further prosecution of the Action. It also appears that settlement has  
18 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

19 7. A Final Fairness and Final Approval Hearing on the question of whether the  
20 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,  
21 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class  
22 Representative Payment should be finally approved as fair, reasonable, and adequate as to the  
23 members of the Class is hereby set for May 5, 2023 at 9:00 a.m. in this Court.

24 8. The Court hereby approves, as to form and content, the Notice of Proposed Class  
25 Action Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit C**  
26 to the Declaration of Nicholas Rosenthal Re Plaintiff's Supplemental Statement in Support of  
27 Plaintiff's Motion for Preliminary Approval of Class Action Settlement [ROA 97, 98]. The Court  
28 finds that distribution of the Class Notice to Class Members substantially in the manner and form

1 set forth in the Settlement Agreement and this Order meets the requirements of due process and  
2 shall constitute due and sufficient notice to all parties entitled thereto.

3 9. The Court appoints and designates Phoenix Settlement Administrators as the  
4 Claims Administrator. The Court hereby directs the Claims Administrator to provide the  
5 approved Class Notice to Class Members using the procedures set forth in the Settlement  
6 Agreement.

7 10. Any Class Member may choose to opt out of and be excluded from the settlement  
8 as provided in the Settlement Agreement and Class Notice and by following the instructions to  
9 request exclusion. Any person who timely and properly opts out of the settlement will not be  
10 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.  
11 Any opt out request must be in writing and signed by each such Class Member opting out and  
12 must otherwise comply with the requirements delineated in the Class Notice. Class Members  
13 who have not requested exclusion by submitting a valid and timely opt out request, by the opt out  
14 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and  
15 Judgment. No Aggrieved Employee may opt out of or be excluded from participating in the  
16 settlement of the PAGA claims.

17 11. Any Class Member may object to the Settlement Agreement or express his or her  
18 views regarding the Settlement Agreement, and may present evidence and file briefs or other  
19 papers that may be proper and relevant to the issues to be heard and determined by the Court as  
20 provided in the Class Notice.

21 12. The Motion for Final Approval shall be filed by the Class Representative no later  
22 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

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1           13.     The Court reserves the right to adjourn or continue the date of the Final Fairness  
2 and Final Approval Hearing and all dates provided for in the Settlement Agreement without  
3 further notice to the Class, and retains jurisdiction to consider all further applications arising out  
4 of or connected with the Class Settlement Agreement.

5           IT IS SO ORDERED.

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7 DATED: 11-15-22

  
HON. WILLIAM CLASTER  
SUPERIOR COURT OF CALIFORNIA

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1 **PROOF OF SERVICE**

2 (Code of Civil Procedure Sections 1013a, 2015.5)

3  
4 STATE OF CALIFORNIA ]  
]ss.  
5 COUNTY OF LOS ANGELES ]  
6

7 I am employed in the County of Los Angeles, State of California. I am over the age of  
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite  
1250, Los Angeles, California 90071.

9 On November 4, 2022, I served the following document(s) described as:  
10 **[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR**  
11 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested  
parties in this action as follows:

12 Amy R. Patton  
13 arp@paynefears.com  
14 Matthew C. Lewis  
15 mcl@paynefears.com  
16 PAYNE & FEARS LLP  
17 Attorneys at Law  
18 4 Park Plaza, Suite 1100  
19 Irvine, California 92614

20 *Attorney for Defendant Sares Regis Operating Company, L.P.*

21  X  BY ELECTRONIC SERVICE: Based on a court order I caused the  
22 above-entitled document(s) to be served through the One Legal E-Filing System at the website  
23 [www.onelegal.com](http://www.onelegal.com), addressed to all parties appearing on the electronic service list for the above-  
24 entitled case. The service transmission was reported as complete and a copy of the filing  
25 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this  
26 office.

27 I declare under penalty of perjury under the laws of the State of California that the  
28 above is true and correct. Executed on November 4, 2022, at Los Angeles, California.

29   
30 \_\_\_\_\_  
31 Erika Mejia