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FILED
Superior Court of California
County of Los Angeles
03/22/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

6 Attorneys for Plaintiff Hector Donis Salazar,
on behalf of himself and all others similarly situated
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 HECTOR DONIS SALAZAR, an individual,
on behalf of himself and others similarly
11 situated,

12 Plaintiff,

13 vs.

14 HAPPY FM GROUP, INC., a California
corporation, and DOES 1 through 50,
15 inclusive,

16 Defendants.
17

Case No.: 20STCV40294

CLASS ACTION

Assigned for All Purposes To:
Hon. Stuart M. Rice
Dept.: 1

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVING FORM OF NOTICE TO
THE CLASS, CERTIFYING THE
SETTLEMENT CLASS, AND SETTING
FINAL APPROVAL HEARING**

Hearing

Date: ~~January 20, 2023~~
Time: ~~10:30 a.m.~~
Dept: 1

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RECITALS

On December 2, 2022, Plaintiff Hector Salazar (the “Named Plaintiff”), individually and on behalf of the Class, and Defendant Happy FM Group, Inc. (“Defendant”) entered into a class action settlement, the terms and conditions of which are set forth in the parties’ Class Action Settlement Agreement and Class Notice (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

The motion of Named Plaintiff for an order preliminarily approving the settlement of this action, approving the form of notice to the class, certifying the settlement class for settlement purposes, and setting a final approval hearing came on for hearing in Department 1 of this Court on August 11, 2023.

This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement appears fair, reasonable and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered in these actions based upon the Settlement Agreement.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:
ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND
APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate:

“all persons employed by Defendant in California and classified as non-exempt, hourly employees who worked for Defendant from October 19, 2016 to May 6, 2022.”

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the range of possible approval at the final approval hearing.

1 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
2 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
3 the absence of class certification and settlement, each individual Class Member would have to
4 litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour
5 violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff and the
6 Class Members’ claims all arise from the same alleged events and course of conduct, and are based
7 on the same legal theories; and (iv) the adequacy of representation requirement because the Named
8 Plaintiff has the same interests as all members of the Class, and they are represented by experienced
9 and competent counsel.

10 4. The Court further finds, preliminarily and for settlement purposes only, that common
11 issues predominate over individual issues in this litigation and that class treatment is superior to the
12 other means of resolving this dispute. Employing the class device here will not only achieve
13 economies of scale for Class Members with individual claims, but also conserve the resources of
14 the judicial system and preserve public confidence in the integrity of the system by avoiding the
15 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
16 adjudications of similar issues and claims.

17 5. For settlement purposes only, the Court finds that the Named Plaintiff, Hector
18 Salazar, is an adequate representative and appoints him as such. The Court further finds that David
19 Yeremian of David Yeremian & Associates, Inc. have adequately represented the Named Plaintiff
20 and the Class in this litigation, and the Court appoints them as Class Counsel.

21 6. The Court appoints Phoenix Class Action Administration Solutions (“Phoenix”) to
22 perform the duties of a Settlement Administrator for the purpose of issuing the Class Notice and
23 administering the Settlement.

24 7. The Court recognizes that certification under this Order is for *settlement purposes*
25 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
26 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
27 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
28 should the proposed Settlement Agreement not be granted final approval.

1 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

2 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
3 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
4 appears to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. It appears to the Court on a preliminary basis that:

6 a. The settlement amount is fair and reasonable to all Class Members when
7 balanced against the probable outcome of further litigation relating to liability and damages issues;

8 b. Extensive and costly investigation and research have been conducted such
9 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

10 c. Settlement at this time will avoid additional substantial costs, such as those
11 that have already been incurred by both parties, as well as avoid the delay and risks that would be
12 presented by the further prosecution of this litigation; and

13 d. The proposed settlement has been reached as the result of intensive, serious,
14 and non-collusive arm's-length negotiations.

15 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

16 **AND TIMELINE FOR SENDING CLASS NOTICE**

17 9. This Court finds that the Class Notice fairly and adequately advises the potential
18 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
19 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
20 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
21 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
22 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
23 Class Member at their last known address comports with all constitutional requirements, including
24 those of due process under the United States and California constitutions, and meets the
25 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
26 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

27 10. The Settlement Administrator shall, as soon as practicable, but no later than
28 01/14/23, 2023 [not less than 30 days following the date of this Order], cause the Class Notice

1 to be mailed by first class mail to all known members of the Class certified by this Court in this
2 action to the most recent address in Defendant's business records for each known member of the
3 Class. The mailing of the Class Notices directed in this Order constitutes the best notice practicable
4 under the circumstances and sufficient notice to all members of the Class.

5 11. The costs of settlement administration, including the cost of printing and mailing the
6 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the
7 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement
8 Agreement.

9 12. Each member of the Class who wishes to be excluded from the Class must submit a
10 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
11 Member who does not submit a timely request to be excluded from the Settlement consistent with
12 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
13 even if such Class Member has previously initiated or subsequently initiates individual litigation
14 against Defendant or other proceedings encompassed by the Settled Claims defined in the Settlement
15 Agreement.

16 **OBJECTIONS TO SETTLEMENT**

17 13. Any member of the Class who has not timely elected to be excluded from the Class,
18 and who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement
19 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
20 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
21 for each objection. The Settlement Administrator will promptly transmit any objections it receives
22 to Class Counsel and Defendant's counsel.

23 14. All written objections must be signed by the Class Member or the Class Member's
24 representative and must include the information specified in the Class Notice.

25 15. A Class Member may appear either in person or through personal counsel at the Final
26 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
27 the Class Member's expense.

28 16. Class Counsel and Defendant's counsel shall promptly furnish each other with copies

1 of any and all objections or written requests for exclusion that come into their possession.

2 **FINAL APPROVAL FAIRNESS HEARING**

3 17. The Court grants Plaintiff’s motion to set a settlement hearing for final approval of
4 the Settlement Agreement on 07/26/23, 2023, at ~~10:00 AM~~ in Department 1 of this Court
5 (“Final Hearing”), as set forth in the Class Notice, to determine whether the proposed settlement of
6 this action is fair, reasonable and adequate and should be finally approved. The Court will also
7 consider at the Final Hearing whether applications for Plaintiff’s attorneys’ fees and costs and
8 enhancement award to the Named Plaintiff should be granted and, if so, in what amounts.

9 18. Members of the Class who have not timely elected to be excluded from the Class and
10 who object to the proposed Settlement may appear and present such objections at the Settlement
11 Hearing in person or by counsel, provided that the objecting Class Member complied with the
12 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be
13 received or considered, unless the requirements to object to the Settlement have been satisfied,
14 except as this Court may permit for good cause shown.

15 19. Class Counsel shall file Plaintiff’s memorandum of points and authorities in support
16 of the final approval of the Settlement Agreement and his request for approval of the attorneys’ fees,
17 litigation costs, and enhancement award no later than 16 court days prior to the Final Hearing. After
18 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the
19 Settlement Agreement that will adjudicate the rights of all Class Members.

20 20. All discovery and other pretrial proceedings in this action are stayed and suspended
21 until further order of this Court, except such actions as may be necessary to implement the
22 Settlement Agreement and this Order.

23 21. If, for any reason, the Court does not grant final approval of the Settlement, all
24 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
25 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

26 **IT IS SO ORDERED.**

27 Dated: T 8/1/23, 2023



Stuart M. Rice

Stuart M. Rice / Judge

JUDGE OF THE SUPERIOR COURT