

FILED BY FAX

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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 18 2023

BY   
RAFAEL HERNANDEZ, DEPUTY

7 Attorneys for Plaintiff

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO  
11

12 PATRICE EMERSON, individually, and on  
behalf of all others similarly situated,  
13  
*Plaintiff,*  
14  
vs.  
15 LERETA, LLC, a limited liability company; and  
16 DOES 1 through 10, inclusive,  
17  
*Defendants.*

Case No.: CIVSB2111028  
[Assigned to Hon. David Cohn, Dept. S-26]  
CLASS ACTION  
~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT  
Date: April 18, 2023  
Time: 10:00 a.m.  
Courtroom: Dept. S-26  
Judge: Hon. David Cohn  
Action Filed: April 16, 2021  
Trial Date: Not Set

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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on April 18, 2023, upon the Motion for Preliminary Approval of  
3 the proposed settlement of this action on the terms set forth in the JOINT STIPULATION OF  
4 SETTLEMENT AND RELEASE TO SETTLE CLASS ACTION (the "Agreement") *see* Declaration of  
5 H. Scott Leviant In Support of Plaintiff's Motion for Preliminary Approval of Class and Representative  
6 Action Settlement ["Leviant Decl."], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this  
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court  
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings  
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are  
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting  
14 preliminary approval of the class action settlement the Court has considered the factors identified in  
15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*  
16 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 3. The Court finds that the Settlement has been reached as a result of intensive, serious and  
18 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
19 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate  
20 their respective positions. The Court also finds that settlement at this time will avoid additional  
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 4. The Parties' Settlement is granted preliminary approval as it meets the criteria for  
24 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears  
25 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.  
26 The Class meets the requirements for conditional certification for settlement purposes only under Code  
27 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed  
28 settlement Class of the terms of the proposed settlement.

1           5.       The Parties' proposed notice plan is constitutionally sound because individual notices  
2 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the  
3 best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A, is  
4 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,  
5 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not  
6 to participate in the settlement, and the processes for doing so, and the date and location of the final  
7 approval hearing and are therefore approved.

8           6.       The following persons are certified as Class Members solely for the purpose of entering  
9 a settlement in this matter:

10                   All persons who have been employed by Defendant in California and classified  
11 as a non-exempt employee during the "Class Period" applicable to the operative  
12 complaint and who have not signed arbitration agreements or release agreements with  
13 Defendant. The "Class Period" is April 16, 2017 through the date the court  
14 preliminarily approves the settlement. "Participating Class Members" means all Class  
15 Members who do not submit a Request for Exclusion. (Settlement, ¶¶ 1.01(d), (h), (z).)

14           7.       Plaintiff PATRICE EMERSON is appointed as the Class Representative. The Court  
15 finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation  
16 and have no conflicts of interest with absent Class Members, and that they adequately represented the  
17 interests of absent class members in the Litigation. Moon & Yang, APC, is appointed Class Counsel.

18           8.       The Court appoints Phoenix Settlement Administrators to act as the Settlement  
19 Administrator, pursuant to the terms set forth in the Agreement.

20           9.       Defendant is directed to provide the Settlement Administrator the names and most  
21 recent known mailing addresses of Class Members and any other information required in accordance  
22 with the Agreement.

23           10.      The Settlement Administrator is directed to mail the approved Class Notice by first-  
24 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement  
25 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the  
26 correct time and place for the Final Approval Hearing.

27           11.      Class Members will be bound by the Agreement unless they submit a timely and valid  
28 written request to be excluded from the Settlement, postmarked by the response deadline. Any request

1 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class  
2 members are not required to send copies of their exclusion request to counsel. The Settlement  
3 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every  
4 exclusion request received by the Administrator.

5 12. To be considered, Class Members must timely file and serve their written objections in  
6 accordance with the Agreement.

7 13. Upon completion of the Notice process, the Settlement Administrator shall provide a  
8 report of the results of that process to Counsel for all Parties.

9 14. A final approval hearing will be held on 9/25, 2023, at  
10 10:00, in Department S-26, to determine whether the settlement should be granted final approval  
11 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence  
12 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or  
13 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
14 and this Order.

15 15. As set forth in the Notice, any Class Member may appear at the final approval hearing  
16 in person (which "in person" appearance may be telephonic) or by his or her own attorney and show  
17 cause why the Court should not approve the settlement.

18 16. The Court reserves the right to continue the date of the final approval hearing without  
19 further notice to Class Members.

20 17. Class Counsel shall give notice to any objecting party of any continuance of the hearing  
21 of the motion for final approval.

22 18. The Court retains jurisdiction to consider all further applications arising out of or in  
23 connection with the settlement.

24 19. In the event that the Settlement does not become effective in accordance with the terms  
25 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent  
26 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders  
27 entered and releases delivered in connection herewith shall be null and void to the extent provided by and  
28 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation

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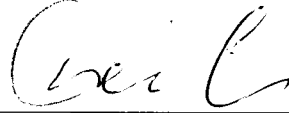
of the Actions.

*The minute/journal release amount is limited to 10,000.00.  
The administrative fee is limited to 7,000*

**IT IS SO ORDERED.**

Dated:

*4/15/22*



**DAVID COHN**

Hon. David Cohn  
SAN BERNARDINO SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party  
4 to the within suit: my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING**  
6 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action  
by sending  the original [or]  a true copy thereof  to interested parties as follows [or]  as stated on the  
attached service list:

7 Jacqueline Beaumont  
8 Anurita Varma  
9 CALL & JENSEN  
610 Newport Center Dr. Ste 700  
10 Newport Beach, CA92660  
jbeaumont@calljensen.com  
avarma@calljensen.com

11 *Counsel for Defendant Lereta, LLC*

12  **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in  
13 the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's  
14 practice of collection and processing correspondence for mailing. Under that practice, sealed  
envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business  
with postage thereon fully prepaid at Los Angeles, California.

15  **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail  
16 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in  
this action.

17  **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the  
18 above-named document(s) has (have) been electronically served on counsel of record by an approved  
19 electronic service provider. The transmission of these documents was reported complete and a copy of  
the service confirmation will be maintained, along with the original document(s) and proof of service  
in our office.

20  **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the  
21 offices of the addressee(s) named herein.

22  **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and  
23 processing correspondence for overnight delivery. Under that practice, overnight packages are  
enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are  
picked up by the carrier at our offices or delivered by our office to a designated collection site.

24 I declare under penalty of perjury under the laws of the State of California and the United States that the  
25 foregoing is true and correct. Executed this **January 13, 2023** at Los Angeles, California.

26 \_\_\_\_\_  
H. Scott Leviant  
Type or Print Name

27 \_\_\_\_\_  
*H. S. Leviant*  
Signature