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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

12 GRISELDA GARCIA, individually, and on
13 behalf of all others similarly situated,
14 *Plaintiff,*
15 vs.
16 RSG/AAMES SECURITY, INC., a California
corporation; and DOES 1 through 10, inclusive,
17 *Defendants.*

Case No.: 22STCV09615

~~[Hon. Maren E. Nelson]~~

CLASS ACTION

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

Date: August 22, 2023
Time: 10:30 a.m.
Courtroom: Dept. ~~17~~ FG
Judge: Hon. Maren E. Nelson

Action Filed: March 18, 2022
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

08/22/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. MGreené Deputy

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

2 This matter came on for hearing on August 22, 2023, upon Plaintiff’s Motion for Preliminary
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT (the “Agreement”) *see* Declaration of H. Scott Leviant in
5 Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement
6 [“Leviant Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Notice, having reviewed the entire record on this action,
8 having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders
9 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 finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
14 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
15 their respective positions. The Court also finds that settlement at this time will avoid additional
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the action. The Court finds that the risks of further prosecution are substantial.

18 3. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
19 preliminary settlement approval. In granting preliminary approval of the class action settlement the
20 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
21 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
22 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class
23 action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure §
24 382. The Settlement falls within the range of reasonableness and appears to be presumptively valid,
25 subject only to any objections that may be raised at the final fairness hearing.

26 4. The Class meets the requirements for conditional certification for settlement purposes
27 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
28 of the proposed 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 current and former non-exempt employees who worked for Defendant in
11 California during the Class Period (the “Class Period” is June 18, 2019, until
12 preliminary approval of the class action portion of the settlement or September 30,
13 2023, whichever is earlier). (Settlement, ¶ 1.5, 1.12.) “Participating Class Members”
14 are those Class Members who do not submit timely exclusion requests to the Settlement
15 Administrator. (Settlement, ¶ 1.9, 1.35)

16 7. Plaintiff GRISELDA GARCIA is appointed as the Class Representative. The Court
17 finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation
18 and have no conflicts of interest with absent Class Members, and that they adequately represented the
19 interests of absent class members in the Litigation. Moon Law Group, PC, is appointed Class Counsel.

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

22 9. Defendant is directed to provide the Settlement Administrator the names and most
23 recent known mailing addresses of Class Members and any other information required in accordance
24 with the Agreement, adhering to the following deadlines:

- 25 (a) Class data to Administrator: no later than 14 days after preliminary approval;
- 26 (b) Notice mailed to Class Members: no later than 14 days after receiving the Class
27 data;
- 28 (c) Response Deadline: 60 days after notice issues
- (d) Extended Response deadline for re-mails: 74 days after notice issues

1 (e) Deadline to file Motion for Final Approval: 16 court days before final approval
2 hearing.

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

7 11. Class Members will be bound by the Agreement unless they submit a timely and valid
8 written request to be excluded from the Settlement, postmarked by the Response Deadline. Any
9 request for exclusion shall be submitted to the Settlement Administrator rather than filed with the
10 Court. Class members are not required to send copies of their exclusion request to counsel. The
11 Settlement Administrator shall identify by name every Class Member who timely requests exclusion
12 from the proposed Settlement.

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

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

17 14. A final approval hearing will be held on Feb 27, 2024, at
18 FG, in Department 17, to determine whether the settlement should be granted final approval
19 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
20 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
21 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
22 and this Order.

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

26 16. The Court reserves the right to continue the date of the final approval hearing without
27 further notice to Class Members.
28

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

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

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

11 **IT IS SO ORDERED.**

12 08/22/2023

13 Dated: _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

~~Hon. Maren E. Nelson~~

LOS ANGELES 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. 7th 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 Deborah H. Petito (SBN 118147)
8 deborah.petito@offitkurman.com
9 OFFIT KURMAN, PC
445 South Figueroa Street, 18th Floor
Los Angeles, California 90071
10 Facsimile: (213) 624-9441

11 *Counsel for Defendant RSG/AAMES Security, Inc.*

12 **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in
the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s
13 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
14 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
delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in
16 this action.

17 **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order directing Electronic Service, the
above-named document(s) has (have) been electronically served on counsel of record by an approved
18 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
19 in our office.

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

21 **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and
processing correspondence for overnight delivery. Under that practice, overnight packages are
22 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.
23

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

25 H. Scott Leviant
26 Type or Print Name


27 Signature