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FILED
Clerk of the Superior Court

SEP 08 2023

By: N. Calantoc, Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF SAN DIEGO**

NAHRAIN SMITH, on behalf of herself and
others similarly situated

Plaintiff,

v.

ASTRYA GLOBAL, INC.; and DOES 1-20,
inclusive

Defendants.

Case No. 37-2022-00010497-CU-OE-CT

Honorable James A. Mangione
Department C-75

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL TO
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT

Action Filed: March 18, 2022

1 The Court has before it Plaintiff Nahrain Smith's ("Plaintiff") Unopposed Motion for
2 Preliminary Approval of Class and Private Attorneys General Act ("PAGA") Representative Action
3 Settlement with Defendant Astrya Global, Inc. ("Defendant"). Unless otherwise specified, all
4 capitalized terms in this Order shall have the same meaning given to those terms in the Class Action
5 and PAGA Settlement Agreement ("Settlement" or "Agreement").

6 The Court hereby finds and ORDERS as follows:

7 1. The Court grants preliminary approval to the Settlement. The Settlement falls within
8 the range of possible approval as fair, adequate and reasonable, and appears to be the product of
9 arm's-length and informed negotiations and to treat all Class Members fairly. Continued litigation
10 would have been expensive for both sides. The Parties acknowledge that litigating and trying this
11 action may have resulted in delay of any recovery, involved significant risk as to liability and
12 certification, and led to possible appeals. Class Counsel received the relevant information for the
13 Class. Plaintiff has adequately demonstrated that the Settlement did not occur until Plaintiff and
14 Class Counsel possessed sufficient information to evaluate the case and make an informed decision
15 about settlement. The Settlement sets out the terms upon which Defendant will settle all claims
16 which have been brought against it in this matter.

17 2. The Court finds on a preliminary basis that the allocation of funds in settlement for
18 releasing the Released Parties from the Released Class Claims falls within the range of
19 reasonableness and therefore meets the requirements for preliminary approval. The Court
20 preliminarily accepts the parties' definition of the Class, for settlement purposes only, which is as
21 follows:

22
23 All of Defendant's non-exempt employees who worked at the California
24 Department of Corrections and Rehabilitation in California during the period from
25 **March 18, 2018, to December 2, 2022 that have not signed arbitration agreements.**

26 3. The Court conditionally certifies and approves, for settlement purposes only, and
27 without prejudice to any Party's rights to support or oppose class certification should the Settlement
28 not receive final approval by this Court, the Class described in this Order, the Motion for Preliminary
Approval, and the Agreement.

1 4. A subset of the Class that is defined as the “Aggrieved Employees” in the
2 Agreement will be entitled to receive a portion of the “PAGA Penalties” under the terms of the
3 Agreement, in settlement of their PAGA claims. The Court finds on a preliminary basis that the
4 allocation of funds in releasing the Released Parties from the Released PAGA Claims falls within the
5 range of reasonableness and therefore meets the requirements for preliminary approval. The Court
6 preliminarily accepts the parties’ definition of the Aggrieved Employees, for settlement purposes
7 only, which is as follows:

8
9 All of Defendant’s non-exempt employees who worked at the California
10 Department of Corrections and Rehabilitation in California during the period from
11 March 17, 2021, to December 2, 2022 that have not signed arbitration agreements.

12 5. The Court appoints, for settlement purposes only, Plaintiff Nahrain Smith as the
13 Class Representative.

14 6. The Court appoints, for settlement purposes only, Ashkan Shakouri of Shakouri
15 Law Firm as counsel for the Class and the Aggrieved Employees (“Class Counsel”).

16 7. The Parties shall retain the services of Phoenix Settlement Administrators for the
17 administration of the Settlement, and said entity is hereby appointed Administrator.

18 8. As described in the Agreement, Defendant shall provide the Administrator with the
19 Class Data, as specified in the Agreement, no later than 14 calendar days after the date of entry of
20 this Order. As described in the Agreement, by no later than 10 calendar days after receiving the
21 Class Data, the Administrator shall provide notice of settlement (“Class Notice”) to all Class
22 Members by first class U.S. mail to their last known address according to the information that
23 Defendant will provide to the Administrator pursuant to the Agreement. The Class Notice shall
24 substantively be in the form lodged as Exhibit A to the Agreement. The Court finds that the content
25 and schedule of the mailings discussed in this Order meet the requirements of due process, provide
26 the best notice practicable, and will constitute sufficient notice to Class Members.

27 9. Class Members may exclude themselves from the Class, relinquishing their rights to
28 their Individual Class Payments (but not their Individual PAGA Payments) by sending to the
Administrator by U.S. mail a written “Request for Exclusion,” as described in the Class Notice.

1 Pursuant to the terms of the Agreement, all Class Members will be bound by the Agreement and its
2 release unless they timely file a proper Request for Exclusion. A Class Member who opts out of the
3 Settlement will not release his or her claims pursuant to the Agreement, except for Released PAGA
4 Claims, as defined in the Agreement, whether or not he or she opts out of the Settlement.

5 10. Any Class Member who has not opted out and believes that the Settlement should
6 not be finally approved by the Court for any reason may object to the Settlement. Class Members'
7 written objections to the Administrator must be mailed not later than 45 days after the Settlement
8 Administrator mails the Class Notice to them. Class Members may also appear in person or through
9 an attorney, if they so desire, at the Final Approval Hearing to make their objection orally, regardless
10 of whether they have submitted written objections to the Settlement.

11 11. The Court sets a Hearing on Final Approval for February 2, 2024, at
12 9:00 a.m./p.m. in Department C-75 of the Superior Court of the State of California,
13 County of San Diego, located at 330 West Broadway, Sixth Floor, San Diego, CA 92101. Plaintiff
14 must file a Motion for Final Approval of the Settlement, including any Application for Attorneys'
15 Fees, Costs, and Expenses and Service Payment, with this Court 16 court days prior to said hearing.
16 The Court reserves the right to continue the date of the Final Approval Hearing without further
17 notice to Class Members.

18 12. All further proceedings in this Action will be stayed except such proceedings
19 necessary to review, approve, and implement this Settlement.

20 13. Neither this Order nor the Agreement, nor any of their terms or provisions, nor any
21 of the negotiations or proceedings connected with them, shall be construed as an admission or
22 concession by Defendant of the truth of any of the allegations in this litigation, or of any liability,
23 fault, or wrongdoing of any kind.

24 14. In the event: (i) the Court does not finally approve the Settlement in a manner
25 contemplated by the Agreement; (ii) the Court does not enter a Final Approval Order and Judgment,
26 as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective
27 Date (as that term is defined by the Settlement) or (iii) the Settlement does not become final for any
28 other reason, the Settlement and any related Class shall be null and void and any order or judgment

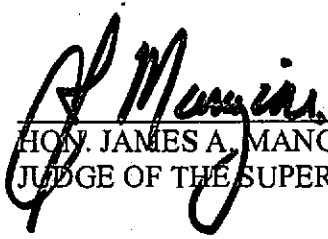
1 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning.
2 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to
3 their respective statuses as of the date and time immediately prior to the execution of the Settlement,
4 and the Parties shall proceed in all respects as if no Class had been certified and the Settlement
5 Agreement had not been executed.

6 15. Neither the Settlement, preliminary approved or not, nor any exhibit, document, or
7 instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the
8 negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any
9 reason, except as provided in the Settlement or to enforce the releases contained therein. The Court
10 has made no findings on the merits and Defendant has denied the allegations in the Operative
11 Complaint.

12 16. The Court hereby grants preliminary approval of the Settlement as of the date of this
13 Order.

14 **IT IS SO ORDERED.**

15
16
17 Dated: 9-8-23



HON. JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT