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#30/34

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CELIA NAVARRETE, an individual,
on behalf of herself and all others
similarly situated,

Plaintiff,

v.

UKG INC., a Delaware corporation;
and, DOES 1 through 20, inclusive,

Defendants.

Case No. 8:23-cv-00862-HDV-ADS

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

Judge: Hon. Hernan D. Vera
Magistrate Judge: Autumn D. Spaeth
Courtroom: 5B

Hearing Date: February 1, 2024
Time: 10:00 a.m.

Complaint Filed: April 11, 2023
Trial Date: None Set

1 WHEREAS a putative class and representative action entitled *Navarette v.*
2 *UKG INC.*, Case No. 8:23-CV-00862-HDV-ADS is pending before this Court (the
3 “Action”);

4 WHEREAS, this Court has reviewed the Stipulation, Settlement, and
5 Release of Class Action and Private Attorneys General Act Claims (“Agreement”),
6 as well as the files, records and proceedings to date in this matter;

7 WHEREAS, for purposes of this Order, capitalized terms used below shall
8 have the meaning ascribed to them in the Agreement, unless otherwise defined; and

9 WHEREAS, for purposes of the Action, this Court has subject matter and
10 personal jurisdiction over the Parties, including all Settlement Class Members and
11 PAGA Group Members.

12 NOW, THEREFORE, the Court, having considered the Motion, supporting
13 papers, and the parties’ evidence and argument, and good cause appearing, hereby
14 grants preliminary approval of the settlement.

15 **IT IS HEREBY ORDERED:**

16 1. Preliminary Approval of Proposed Settlement. The Agreement,
17 including all exhibits thereto, is preliminarily approved as fair, reasonable and
18 adequate and within the range of reasonableness for preliminary settlement
19 approval. The Court finds that: (a) the Agreement resulted from extensive arm’s
20 length negotiations; and (b) the Agreement is sufficient to warrant notice of the
21 Settlement to persons in the Settlement Class and a full hearing on the approval of
22 the Settlement.

23 2. Provisional Class Certification for Settlement Purposes Only. The
24 Court provisionally finds, for settlement purposes only and conditioned upon the
25 entry of this Order, that the prerequisites for a class action under Rule 23 of the
26 Federal Rules of Civil Procedure have been satisfied in that: (a) the Settlement
27 Class certified herein consists of about 1,034 individuals, and joinder of all such
28 persons would be impracticable; (b) there are questions of law and fact that are

1 common to the Class, and those questions of law and fact common to the Settlement
2 Class predominate over any questions affecting any individual Settlement Class
3 Member; (c) the claims of Plaintiff are typical of the claims of the Settlement Class
4 she seeks to represent for purposes of settlement; (d) a class action on behalf of the
5 Settlement Class is superior to other available means of adjudicating this dispute;
6 and (e) as set forth below, Plaintiff and Class Counsel are adequate representatives
7 of the Settlement Class.

8 3. Settlement Class (or “Settlement Class Members) Definition.

9 Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
10 finally certifies for settlement purposes only, a Settlement Class consisting of
11 ~~means~~ “all current and former non-exempt employees who worked for Defendant
12 in the State of California during the Class Period.” The “Settlement Class
13 Members” or “Settlement Class” shall not include any person who submits a timely
14 and valid Request for Exclusion as provided in the Agreement. The “Class Period”
15 is the period from April 11, 2019 through January 16, 2024.

16 4. PAGA Group Member Definition. The Court hereby approves PAGA

17 Group Members defined under the Agreement as “all current and former non-
18 exempt employees who worked for Defendant in the State of California during the
19 PAGA Period.” The “PAGA Period” is the period from April 20, 2022 through
20 January 16, 2024.

21 5. Class Representative and Class Counsel. Plaintiff Celia Navarrete

22 (“Plaintiff”) is designated as the representative of the provisionally certified
23 Settlement Class. The Court preliminarily finds that she is similarly situated to
24 absent Settlement Class Members and therefore typical of the Settlement Class, and
25 that she will be an adequate class representative. Sam Kim and Yoonis Han of
26 Verum Law Group, APC, whom the Court finds are experienced and adequate
27 counsel for purposes of these settlement approval proceedings, are hereby
28 designated as Class Counsel.

1 6. Final Approval Hearing. The Court orders that each Settlement Class
2 Member shall be given a full opportunity to object to the proposed Settlement and
3 request for the Class Counsel Costs Award and Class Counsel Fees Award, and to
4 participate at a Final Approval Hearing, which the Court sets to commence on
5 October 10, 2024 at 10:00 a.m./p.m. in Courtroom 5B of the
6 United States District Court for the Central District of California, 350 W. 1st Street,
7 Courtroom 5B, 5th Floor, Los Angeles, California 90012. The Court will
8 determine whether the Settlement of the Action pursuant to the terms and
9 conditions of the Agreement should be approved as fair, reasonable, and adequate,
10 and finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.
11 The Court will rule on Class Counsel’s application for the Class Counsel Costs
12 Award, Class Counsel Fees Award, and Class Representative Service Award at that
13 time. Any Settlement Class Member seeking to object to the proposed Settlement
14 may file a written Notice of Objection by the Response Deadline, with the
15 Settlement Administrator, and appear at the Final Approval/Settlement Fairness
16 Hearing. The Final Approval/Settlement Fairness Hearing may be postponed,
17 adjourned, or continued by order of the Court without further notice to the Class.
18 After the Final Approval/Settlement Fairness Hearing, the Court may enter a Final
19 Judgment in accordance with the Settlement that will adjudicate the rights of the
20 Settlement Class Members (as defined in the Agreement) with respect to the claims
21 being settled.

22 7. Administration. The Court hereby authorizes the retention of Phoenix
23 Settlement Administrators as Settlement Administrator for the purpose of the
24 Settlement with reasonable administration costs estimated not to exceed
25 \$14,250.00.

26 8. Class Notice. The form and content of the proposed Notice of Class
27 Action Settlement attached as Exhibit 1 to the Agreement, and the notice
28 methodology described in the Agreement are hereby approved. Pursuant to the

1 Settlement, the Court hereby appoints Phoenix Settlement Administrators as
2 Settlement Administrator to administer the notice process in accordance with the
3 Agreement.

4 a. Employee List Data. Within twenty-one (21) calendar days after the
5 Preliminary Approval Date, Defendant shall provide the Settlement
6 Administrator with the Employee List for purposes of preparing,
7 printing and mailing Notice Packets to Settlement Class Members and
8 PAGA Group Members, setting forth the following information for
9 each Settlement Class Member and PAGA Group Member: (1)
10 employee identification number; (2) full name; (3) last known
11 address; (4) last known home telephone number; (5) Social Security
12 Number; and (6) start and end dates of employment.

13 b. Notice Date. Within fourteen (14) calendar days after receiving the
14 Employee List from Defendant as provided herein, the Settlement
15 Administrator shall mail copies of the Notice Packet to all Settlement
16 Class Members and PAGA Group Members via regular First-Class
17 U.S. Mail.

18 c. Findings Concerning Notice. The Court finds that the form, content
19 and method of the disseminating notice: (i) complies with Rule
20 23(c)(2) of the Federal Rules of Civil Procedure, as it is the best
21 practicable notice under the circumstances, given the contact
22 information that Defendant maintains, and is reasonably calculated,
23 under all of the circumstances, to apprise the Settlement Class
24 Members of the pendency of the Action, the terms of the Settlement,
25 and their right to object to the Settlement or exclude themselves from
26 the Settlement; (ii) complies with Rule 23(e), as it is reasonably
27 calculated, under the circumstances, to apprise the Settlement Class
28 Members of the pendency of the Action, the terms of the Settlement,

1 and their rights under the Settlement, including but not limited to, their
2 right to object to or exclude themselves from the Settlement and other
3 rights under the terms of the Settlement; and (iii) meets all applicable
4 requirements of law, including, but not limited to, 28 U.S.C. § 1715,
5 Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the
6 United States Constitution. The Court further finds that the Notice of
7 Class Action Settlement is written in simple terminology, is readily
8 understandable by Settlement Class Members, and complies with the
9 Federal Judicial Center’s illustrative class action notices.

10 d. Exclusion from Class. The Court hereby approves the proposed
11 procedure for Settlement Class Member exclusion from the
12 Settlement, which is to submit a signed, written statement requesting
13 exclusion to the Settlement Administrator no later than forty-five (45)
14 days following the date on which the Settlement Administrator first
15 mails the Notice Packet to the Settlement Class Members. Any
16 Settlement Class Member who submits a Request for Exclusion will
17 not be entitled to any recovery under the Settlement and will not be
18 bound by the terms of the settlement, except as to the Released PAGA
19 Claims, or have any right to object, appeal or comment thereon.

20 9. Class Counsel Award. The Court preliminarily approves Class
21 Counsel’s ability to request attorneys’ fees, costs and expenses, fees of up to 30%
22 of the Gross Settlement Amount (\$97,500.00), plus a request for costs and expenses
23 not to exceed \$15,000.00 supported by declaration from Class Counsel.

24 10. Effect of Failure to Approve the Agreement. In the event the
25 Agreement is not approved by the Court, or for any reason the Parties fail to obtain
26 a Final Judgment as contemplated in the Agreement, or the Agreement is
27 terminated pursuant to its terms for any reason, then the following shall apply:

28 a. All orders and findings entered in connection with the Agreement

1 shall become null and void and have no further force and effect, shall
2 not be used or referred to for any purposes whatsoever, and shall not
3 be admissible or discoverable in any other proceeding;

4 b. The conditional certification of the Settlement Class pursuant to this
5 Order shall be vacated automatically and void; no doctrine of waiver,
6 estoppel or preclusion shall be asserted in any litigated certification
7 proceedings in the Action;

8 c. The Agreement and its existence shall be inadmissible to establish any
9 fact relevant to class certification, including whether a class should be
10 certified in a non-settlement context in the Action, whether Plaintiff’s
11 counsel should be appointed as Class Counsel and whether Plaintiff
12 should be appointed as Class Representative in a non-settlement
13 context in the Action, any alleged liability of Defendant for the matters
14 alleged in the Action, or for any other purpose;

15 d. Any funds to be awarded under this Settlement shall be returned to
16 Defendant as of the date and time immediately prior to the execution
17 of this Agreement, and the Parties shall proceed in all respects as if
18 this Settlement Agreement had not been executed, except that any fees
19 already incurred by the Settlement Administrator shall be borne
20 equally by the Parties

21 e. Nothing contained in this Order is, or may be construed as, any
22 admission or concession by or against Defendant or Plaintiff on any
23 point of fact or law.

24 11. Deadlines. The deadlines set by this Order are as follows:

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Event	Date
Deadline for Defendant to Provide Employee List Data to Settlement Administrator	No later than 21 calendar days after the Preliminary Approval Date
Deadline for Settlement Administrator to Mail Notice Packet	No later than 14 calendar days after receiving Employee List Data from Defendant
Deadline for Class Counsel to File Motion for Class Counsel Award and Class Representative Service Award	Within 120 calendar days after the Preliminary Approval Date
Response Deadline for Settlement Class Members to Submit Notice of Objection or Request for Exclusion	Within 45 days after the Notice Packets are Mailed
Deadline for Defendant to Withdraw If Requests for Exclusion from the Settlement is at Least Five Percent (5%)	No later than 15 calendar days after the Response Deadline
Deadline for Class Counsel to File Motion for Order Granting Final Approval and Entering Judgment	Within 120 calendar days after the Preliminary Approval Date
Deadline for Parties to File Response to Any Objections	Within 14 calendar days of the Response Deadline

12. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Class. Settlement Class Members must check the settlement website (<http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>) regularly for updates and further details regarding this Action.

13. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over the administration, consummation, validity, enforcement, and interpretation of the Settlement, the Final Judgment, and any final order approving

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1 Attorneys' Fees and Expenses and Service Awards, and for any other necessary
2 purpose.



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4 Dated: ~~February~~ May 9, 2024

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6 Hon. Hernán D. Vera
7 U.S. District Court Judge

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