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SEP 25 2020

CLERK, OF, THE COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

DEPARTMENT 613

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MALU VAESAU, individually, and on behalf of all others similarly situated,

Case No. CGC-19-572598

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Plaintiff,

v.

DOUBLE AA CORPORATION, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

Plaintiff Malu Vaesau ("Plaintiff") and defendant Double AA Corporation ("Defendant") have entered into the proposed Amended Joint Stipulation of Class Action Settlement (filed August 12, 2020) ("Settlement Agreement"), which, if approved, would resolve the putative class action. Plaintiff has filed a motion for preliminary approval of class action settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court orders as follows:

- 1. The Court has jurisdiction over this matter and venue is proper.
- 2. This Action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The Class is defined as follows:

- "All current and former non-exempt, hourly employees of Defendant employed in California who worked at any time from beginning January 7, 2015 through January 31, 2020. 'Settlement Members' are those Class Members' are those Class Members who do not submit timely exclusion requests to the Settlement Administrator."
- 3. The Court conditionally approves the proposed settlement as within the range of possible final approval.
 - 4. The Court conditionally appoints Moon & Yang, APC, as Class Counsel.
- 5. The Court preliminarily appoints named plaintiff Malu Vaesau as Class Representative for the Class.
- 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class Representative and Class Counsel fairly and adequately represent and protect the interests of the absent Class Members.
- 7. The Court approves and appoints ILYM Group, Inc. ("ILYM") to serve as the Settlement Administrator and directs ILYM to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement Agreement.
- 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class notice set forth in the Settlement Agreement. The Court approves the form and content of the notice form substantially in the form proposed by counsel as follows: the Notice of Proposed Class Action Settlement ("Notice"), attached as Exhibit 1 and the Settlement Payment Allocation Form, attached as Exhibit 2. The Court finds that the Notice constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due process, and complies with applicable law, including California Code of Civil Procedure Section 382 and California Rule of Court 3.769. Class Counsel shall fill in all blanks, including all deadlines, addresses and websites prior to the mailing of the Notice.
 - 9. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Claims Administrator	Within 15 days after the Court grants preliminary approval
Claims Administrator to mail the Notice Packets	Within 15 days of receipt of the Class List
Response Deadline	60 days from mailing of Notice Packets
Deadline to file Motion for Final Approval	January 11, 2021
Final Approval Hearing	January 20, 2021, at 10:30 a.m. in Department 613

- 10. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class Members.
- 11. In the event the Court does not enter the order for Final Approval, nothing in the Settlement Agreement or any draft thereof shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the litigation or in any other proceeding of forum, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement.
- 12. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

IT IS SO ORDERED.

Dated: September 25, 2020

ANDREW Y.S. CHENG
Judge of the Superior Court

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Vaesau v. Double AA Corporation
San Francisco County Superior Court Case No. CGC-19-572598

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT DOUBLE AA CORPORATION IN CALIFORNIA AS A NON-EXEMPT (HOURLY PAID) EMPLOYEE AT ANY TIME DURING THE PERIOD OF JANUARY 7, 2015 THROUGH JANUARY 31, 2020, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Vaesau v. Double AA Corporation*, San Francisco County Superior Court Case No. CGC-19-572598 (the "Action"). The purpose of this Notice of Proposed Class Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Andrew Y.S. Cheng on ______, 2020, at _____ a.m. in Department 613 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL I	RIGHTS AND OPTIONS IN THIS SETTLEMENT:	DEADLINE TO ACT
Do Nothing	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.	There is no deadline for this action. More details regarding this action can be found under OPTION A in the section entitled "What are my options in this matter?" which starts on page 4 of this notice.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to exclude yourself from the Settlement and keep your right to pursue your own legal action against Defendant about the claims in this matter. If you choose this option, you must exclude yourself, in writing, from the Settlement. If you exclude yourself, you will not receive any benefits from the Settlement.	The deadline to request exclusion is <sixty days="" from="" mailing="">. More details regarding this option can be found under OPTION C in the section entitled "What are my options in this matter?" which starts on page 4 of this notice.</sixty>
Овјест	To object to the Settlement, you must mail or e-mail a written explanation of why you don't like the Settlement to the Settlement Administrator. This option is available only if you do not exclude yourself from the	The deadline to object is <sixty days="" from="" mailing="">. More details regarding this option can be found under OPTION B in the section entitled "What are my options in this matter?" which starts on page 4 of this notice.</sixty>

	Settlement. You must also state whether you intend to intervene in this lawsuit and become a named party to the Action.	
DISPUTE COVERED WORKWEEKS	workweeks, please see the	The deadline to object is <sixty days="" from="" mailing="">. More details regarding this option can be found in the enclosed Settlement Allocation Form.</sixty>

Who is affected by this proposed Settlement?

The Court has preliminarily certified, for settlement purposes only, the following class (the "Class"):

All current and former non-exempt hourly paid employees of Defendant employed in California ("Covered Positions") during the Class Period. "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (The "Class Period" is January 7, 2015 through January 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.)

According to Defendant's records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, Plaintiff Malu Vaesau ("Plaintiff") alleges on behalf of herself and the Class the following causes of action: (1) Failure to Pay Minimum and Straight Time Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; and (6) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

1. <u>Class Counsel for Settlement Purposes</u> Only

Kane Moon
Allen Feghali
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Facsimile: (213) 232-3125 kane.moon@moonyanglaw.com allen.feghali@moonyanglaw.com

2. Defendant's Counsel

Jeffrey H. Lowenthal, Esq.
STEYER LOWENTHAL
BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail:jlowenthal@steyerlaw.com

Richard A. Lazenby, Esq. Email: rlazenby@victorrane.com Geneva A. Collin, Esq.

Email: gcollins@victorrane.com

VICTOR RANE

101 Montgomery St. Suite 2300 San Francisco, California 90414

Telephone: (415) 365-1810 Facsimile: (415) 376-5136

The Court has conditionally appointed Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017, to represent you as "Class Counsel" for settlement purposes only. You do not have to pay Class Counsel separately. The attorneys will seek compensation by asking the Court for a share of the settlement proceeds. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$175,000 (the "Gross Settlement Amount") for: (a) individual Settlement Payments to participating Class Members; (b) the Court-approved Class Representative Service Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; and (d) payment to the Settlement Administrator for settlement administration services.

<u>Individual Settlement Payments.</u> After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Award to Plaintiff, and claims administration costs, there will be a Net Settlement Amount. The Net Settlement Amount is estimated to be \$89,666.67, which results in an average payment of \$830.25 per Class Member. This amount will vary based on the duration of your employment during the Class Period. From this Net Settlement Amount, Defendant will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement ("participating Class Members").

The Net Settlement Amount shall be divided among all participating Class Members on a pro rata basis based upon the total number of workweeks worked by each respective participating Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed on the **Settlement Payment Allocation Form** enclosed in this Notice Packet.

For tax reporting purposes, the payments to participating Class Members will be allocated fifty percent as wages, twenty percent as penalties, and thirty percent as interest. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of participating Class Members receiving those payments.

All checks for individual Settlement Payments paid to participating Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any monies remaining in the distribution account shall be distributed to the State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, and Claims Administration Costs. Class Counsel will ask the Court to award attorneys' fees up to \$58,333.33 (one-third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$12,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to

\$5,000.00 for Plaintiff, for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00.

What claims are being released by the proposed Settlement?

Once the Settlement is approved and final, and in exchange for the consideration provided pursuant to the Settlement, the Named Plaintiff and each Settlement Class Member (i.e., each Settlement Class Member who does not submit a valid Exclusion Form) will releases Double AA Corporation, its directors, officers, agents, and employees, and each of them (hereinafter collectively the "Released Persons") from the claims stated in the Complaint, including claims for failure to pay overtime wages, non-provision of meal and rest periods, late payments of wages, wage statement violations, recordkeeping violations, and associated statutory and civil penalties during the Class Period. The claims released herein also include any claim for taxes associated with any such claim, attorneys' fees and costs against any of the Released Persons arising out of the Settlement of which it is part.

What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above. If you choose Option A, you may also (1) object to the settlement and/or (2) dispute your number of Covered Workweeks, as explained below.

Any amount paid to participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Even if you choose to remain in the class, you may dispute the number of Covered Workweeks. Further information regarding this option can be found in the enclosed Settlement Allocation Form.

the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.

OPTION C. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement, you must submit a written "Request to be Excluded from the Settlement" to the Settlement Administrator at _______, [City], [State] [Zip] or by e-mail to <insert e-mail address>. In order to be valid, your Request to be Excluded from the Settlement must be postmarked on or before [Response Deadline] and state as follows or in substantially similar terms:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE VAESAU V. DOUBLE AA CORPORATION CLASS ACTION LAWSUIT, SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC-19-572598. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

Any Request for Exclusion must include your name, address, telephone number and the signature of the Class Member requesting exclusion. If you do not submit a signed Request to be Excluded from the Settlement on time (as shown by the postmark), your Request will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a signed Request to be Excluded from the Settlement, you will have no further role in the Action, and you will not be entitled to any benefit, including money, as a result of the Action and Settlement and will not be entitled to or permitted to assert an objection to the Settlement. If 15% or more of Class Members request to be excluded from this settlement, the Defendant may choose to void the settlement agreement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Award to Plaintiff, and the claims administration costs on _______, 2020, at _______ a.m. in Department 613 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment. You are welcome to appear at this hearing. There is no cost to attend the hearing, and the hearing is open to the public; however, any expenses you incur in appearing, for example public transit fare or parking fees, will not be reimbursed.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The operative complaint, notice, settlement agreement, preliminary approval order, and all papers filed in connection with preliminary approval motions (including all orders and tentative rulings are available at the following website: <<insert site>>. You can also access records relating to the lawsuit for free at the Court's website (https://www.sfsuperiorcourt.org/online-services) by following the link, and then selecting "Case Query" and entering the case number for this matter which is CGC-19-572598.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT 2

SETTLEMENT PAYMENT ALLOCATION FORM

Vaesau v. Double AA Corporation
San Francisco County Superior Court Case No. CGC-19-572598

<u>Calculation of Settlement Payments</u>: Each participating Class Member's share of the Net Settlement Amount shall be based upon his or her "Covered Workweeks," or the total number of workweeks worked by current and former non-exempt hourly paid employees of Defendant employed in California ("Covered Positions") during the Class Period. "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (The "Class Period" is January 7, 2015 through January 31, 2020.). Each participating Class Member's individual Settlement Payment shall be calculated as follows:

Defendant shall provide the Settlement Administrator with the Covered Workweeks for each participating Class Member; the Settlement Administrator shall then (1) divide each participating Class Member's Covered Workweeks by the total Covered Workweeks worked by all participating Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the participating Class Member's individual "Settlement Payment." The individual Settlement Payment will be reduced by any required legal deductions and/or payroll withholdings.

The total Covered Workweeks worked by all Class Members is: << ______>> The estimated net settlement amount is: \$89,666.67

Your Covered Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Covered Workweeks for the Class Period are <<CoveredWorkweeks>>. Based on the number of your Covered Workweeks, your estimated individual Settlement Payment is <<EstSettPayment>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

<u>Procedure for Disputing Information</u>: If you disagree with the number of Covered Workweeks stated above, you must send a letter or e-mail to the Settlement Administrator stating the reasons why you dispute the number of Covered Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Covered Workweeks you claim you worked from January 7, 2015, through January 31, 2020.

Any disputes and supporting documentation must be mailed or emailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

Double AA Corporation Settlement
[Settlement Administrator]
[Address]
[City, State Zip, Telephone Number]
[e-mail address]

If you dispute the number of Covered Workweeks stated above, Defendant's records will be presumed accurate unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make a decision as to the Covered Workweeks that should be applied and/or the individual Settlement Payment to which you may be entitled. Such a determination will be made within 14 days of the submission of the dispute. You may appeal the resolution of such dispute at the Final Approval Hearing, and if not satisfied with the Court's decision, may request exclusion from the settlement at the Final Approval Hearing.

CERTIFICATE OF ELECTRONIC SERVICE (CCP 1010.6(6) & CRC 2.260(g))

I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 25, 2020, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: September 25, 2020

T. Michael Yuen, Clerk

KEITH TOM, Deputy Clerk