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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

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

12 Plaintiff,

13 vs.

14
15 DOUBLE AA CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

16 Defendants
17
18

Case No.: CGC-19-572598

[Hon. Andrew Y.S. Cheng, Dept. 613]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: TBD

Time: TBD

Dept. 613

1 The Court has before it Plaintiff Malu Vaesau (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewing the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Kane Moon, the Joint Stipulation re: Class
4 Action Settlement (which is referred to here as the “Settlement Agreement”), and good cause
5 appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Settlement Agreement attached to the Declaration of
10 Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
11 Settlement (“Moon Declaration”) as Exhibit 1. The Court preliminarily finds that the terms of
12 the Settlement appear to be within the range of possible approval, pursuant to California Code
13 of Civil Procedure § 382 and applicable law.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund
18 of \$175,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) Class Representative service payment of up to \$5,000.00 for Plaintiff; (d) Class Counsel’s
20 attorneys’ fees, not to exceed 33-1/3% of the Gross Settlement Amount (\$58,333.33), and up
21 to \$12,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
22 Settlement Administration Costs of up to \$10,000.00

23 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair
24 and reasonable to the class members when balanced against the probable outcome of further
25 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
26 significant informal discovery, investigation, research, and litigation have been conducted
27 such that counsel for the Parties at this time are able to reasonably evaluate their respective
28 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would

1 be presented by the further prosecution of the litigation; and (4) the proposed settlement has
2 been reached as the result of intensive, serious, and non-collusive negotiations between the
3 Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered
4 into in good faith.

5 4. A final fairness hearing on the question of whether the proposed settlement,
6 attorneys' fees and costs to Class Counsel, and the class representatives' service payment
7 should be finally approved as fair, reasonable and adequate as to the members of the class is
8 hereby set in accordance with the Implementation Schedule set forth below.

9 5. The Court provisionally certifies for settlement purposes only the following
10 class (the "Class" or "Class Members"): "All current and former non-exempt, hourly
11 employees of Defendant employed in California at any time during the who worked in
12 California for Defendant at any time from beginning January 7, 2015 through January 31,
13 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.
14 Excluded from the Class are all persons who properly and timely elect to opt out.

15 6. The Released Claims are all claims, rights, demands, damages, liabilities and
16 causes of action, whether known or unknown, contingent or vested, in law or in equity, arising
17 at any time during the Settlement Period for unpaid wages, and/or related penalties, interest,
18 costs, attorneys' fees, and/or injunctive or other equitable remedies, allegedly owed or
19 available, against Defendant and its respective former, current and future parent companies,
20 subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any
21 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
22 officers, directors and employees) predecessors, successors, and assigns, allegedly owed or
23 available, arising out of allegations and operative facts asserted in the operative complaint, or
24 which could have been asserted in the Action based on the alleged facts in the operative
25 complaint, including: (1) failure to provide meal periods; (2) failure to authorize and permit
26 rest breaks; (3) failure to pay minimum and straight time wages; (4) failure to pay overtime
27 compensation; (5) failure to timely pay final wages at termination; (6) all related claims for
28 Unfair Competition or Business Practices under California's Business and Professions Code or

1 similar laws related to the alleged claims; and (7) failure to provide accurate, itemized wage
2 statements under Labor Code section 226; The release shall include release of California
3 Labor Code, §§ 201-204, 210, 216, 218.6, 510, 512, 516, 558, 1174, 1194, 1198, and
4 derivative claims for unfair business practices under California Business & Professions Code
5 Sections 17200 et seq. and all claims under the Wage Order and Fair Labor Standards Act, the
6 relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for
7 attorneys' fees and costs, and/or California Code of Civil Procedure section 1021.

8 7. The Court finds, for settlement purposes only, that the Class meets the
9 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
10 Class are so numerous that joinder is impractical; (2) there are questions of law and fact that
11 are common, or of general interest, to all individuals in the Class, which predominate over
12 individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and
13 Class Counsel will fairly and adequately protect the interests of the Class; and (5) a class
14 action is superior to other available methods for the fair and efficient adjudication of the
15 controversy.

16 8. The Court appoints, for settlement purposes only, Malu Vaesau as Class
17 Representative.

18 9. The Court appoints, for settlement purposes only, Moon & Yang, APC, as Class
19 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
20 fees of up to one-third of the Gross Settlement Amount (\$58,333.33), and costs not to exceed
21 \$12,000.00.

22 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
23 reasonable administration costs estimated not to exceed \$7,355.55.

24 11. The Court approves, as to form and content the Notice Packet, attached as
25 Exhibit A and B to the Settlement Agreement. The Court finds on a preliminary basis that
26 plan for distribution of the Notice to Class Members satisfies due process, provides the best
27 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
28 persons entitled thereto.

1 12. The Parties are ordered to carry out the Settlement according to the terms of the
2 Agreement.

3 13. Any class member who does not request exclusion from the settlement may
4 object to the Settlement Agreement.

5 14. The Court orders the following Implementation Schedule:

7 Defendant to provide Class List to the 8 Claims Administrator	Within 15 days after the Court grants preliminary approval
9 Claims Administrator to mail the Notice 10 Packets	Within 15 days of receipt of Class List
11 Response Deadline	60 days from mailing of Notice Packets
12 Deadline to file Motion for Final 13 Approval	_____, 2020
14 Final Approval Hearing	_____, 2020 at _____.m. 15 in Department 613.

16 15. The Court further ORDERS that, pending further order of this Court, all
17 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

18 16. The Agreement and the Settlement are preliminarily approved but are not an
19 admission by Defendant of the validity of any claims in this class action, or of any wrongdoing
20 by Defendant or of any violation of law. Neither the Agreement nor any related document shall
21 be offered or received in evidence in any civil, criminal or administrative action or proceeding
22 other than such proceedings as may be necessary to consummate or enforce the Agreement and
23 Settlement. The obligations set forth in the Agreement are deemed part of this Order.

24 **IT IS SO ORDERED.**

25
26
27 DATE:

Andrew Y.S. Cheng,
Judge of the San Francisco County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of 18
5 and not a party to this action. My business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, CA 90017. On **April 28, 2020**, I served the foregoing document described as:

6 **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY**
7 **APPROVAL OF CLASS ACTION SETTLEMENT**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
as follows:

9 Richard A. Lezanby, Esq.
10 *Rlazenby@victorrane.com*
Geneva A. Collins, Esq.
11 *Gcollins@ victorrane.com*
VICTOR RANE
12 101 Montgomery St.,suite 2300
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14 *Attorneys for Defendant Double AA Corporation*

15 [] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
16 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with
17 the firm’s practice of collection and processing correspondence for mailing. Under that
18 practice it would be deposited with U.S. postal service on that same day with postage
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I
19 am aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

20 [] **BY PERSONAL DELIVERY:** I delivered said document(s) to the office of the
addressee shown above under whom it says delivered by personal delivery.

21 [X] **BY Via Court Approved Efiling & Eservice Vendor: FILE & SERVE EXPRESS:**
22 by transmitting via electric service the document(s) listed above to the parties and or
email address(es) set forth below.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed this **April 28, 2020** at Los Angeles, California.

26 Jackeline Hernandez
27 Type or Print Name

/s/ Jackeline Hernandez
Signature