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Electronically Filed  
Superior Court of California  
County of Santa Cruz  
October 31, 2023

Clerk of the Court by Deputy  
De Los Santos, Dejah



Attorneys for Plaintiff JEFFREY HOXSIE, as an  
individual, and on behalf of all others similarly situated

**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF SANTA CRUZ**

JEFFREY HOXSIE, as an individual and on  
behalf of all others similarly situated and  
aggrieved,

Plaintiff,

v.

HOUSING MATTERS, a California Nonprofit  
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 22CV01797

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: October 27, 2023

Time: 8:30

Dept.: 10

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for  
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,  
3 hereby finds and ORDERS as follows:

4 1. The Stipulation of Class and Representative Action and Release attached as  
5 Exhibit 1 to the Declaration of Michael Jones filed in support of Plaintiff's Motion for  
6 Preliminary Approval of Class Action Settlement, on or about October 3, 2023 (the "Settlement  
7 Agreement"), is within the range of possible recovery and, subject to further consideration at the  
8 Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and  
9 adequate. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
10 Settlement Agreement.

11 2 For purposes of settlement only, the Court provisionally and conditionally certifies  
12 the class defined as: "all individuals employed by Defendant Housing Matters in California as an  
13 hourly-paid, non-exempt employee during the Class Period of August 19, 2018 through June 28,  
14 2023."

15 3. The Court finds the Settlement Class, consisting of approximately 125 members, is  
16 so numerous that joinder of all members is impracticable, and that the Settlement Class is  
17 ascertainable by reference to the business records of Housing Matters.

18 4. The Court finds further there are questions of law and fact common to the entire  
19 Settlement Class, which common questions predominate over any individualized questions of law  
20 or fact. These common questions include, without limitation: (1) whether Housing Matters paid  
21 Settlement Class Members for all hours worked, (2) whether Housing Matters provided  
22 Settlement Class Members with required meal periods, or compensation in lieu thereof; (3)  
23 whether Housing Matters provided Settlement Class Members with required rest periods, or  
24 compensation in lieu thereof; (4) whether Housing Matters reimbursed Settlement Class Members  
25 for reasonable and necessary business expenses; (5) whether Housing Matters provided  
26 Settlement Class Members with proper itemized wage statements, and (6) whether Housing  
27 Matters timely paid Settlement Class Members all wages due on separation of employment.

28 5. The Court finds further the claims of named Plaintiff Jeffrey Hoxsie are typical of

1 the claims of the Settlement Class, and that he will fairly and adequately protect the interests of  
2 the Settlement Class. Accordingly, the Court appoints Jeffrey Hoxsie as the Class  
3 Representative, and appoints her counsel of record, Zachary M. Crosner, Jamie K. Serb, and  
4 Michael Jones, and Crosner Legal, PC, as Class Counsel.

5 6. The Court finds further that certification of the Settlement Class is superior to  
6 other available means for the fair and efficient adjudication of the controversy.

7 7. The Court finds further that, in the present case, the proposed method of providing  
8 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class  
9 Member's last known address, is reasonably calculated to notify the Settlement Class Members of  
10 the proposed Settlement and provides the best notice possible under the circumstances. The  
11 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement  
12 Class Members of the terms of the Settlement and their rights thereunder, including the right to  
13 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude  
14 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of  
15 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The  
16 proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) and the  
17 procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

18 8. Under the terms of the Settlement Agreement, the Court approves the Parties'  
19 selection of ILYM Group, Inc. as the Settlement Administrator. The Settlement Administrator is  
20 ordered to mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as  
21 specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the  
22 Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this  
23 Order and the Settlement Agreement, and particularly with respect to providing the Settlement  
24 Administrator all information necessary to perform its duties under the Settlement Agreement.

25 9. Any member of the Settlement Class who wishes to comment on or object to the  
26 Settlement or any term thereof, including any proposed award of attorney's fees and costs to  
27 Class Counsel or any proposed representative enhancement to the Class Representative, shall  
28 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments

1 and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and  
2 Class Notice.

3 10. Any member of the Settlement Class who wishes to exclude themselves from the  
4 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or  
5 her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement  
6 Agreement and Class Notice.

7 11. A Final Approval Hearing is hereby set for April 12, 2024, at 8:30 a.m. in  
8 Department 10 of the Santa Cruz County Superior Court, to consider any objections to the  
9 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable  
10 and given full and final approval by the Court, and to determine the amount of attorney's fees and  
11 costs awarded to Class Counsel, the amount of any representative enhancement award to the  
12 Class Representative, and to approve the fees and costs payable to the Settlement Administrator.  
13 All legal memoranda, affidavits, declarations, or other evidence in support of the request for final  
14 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the  
15 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no  
16 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the  
17 right to continue the Final Approval Hearing without further notice to the Settlement Class  
18 Members.

19 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any  
20 Settlement Class Member may appear, personally or through his or her own counsel, and be heard  
21 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.  
22

23 IT IS SO ORDERED.

24 Dated: 10/27/2023 10:44:40 AM

25   
26 Judge of the Superior Court  
27 Timothy Schmal  
28