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and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

VANIA HERNANDEZ, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

REGUS MANAGEMENT GROUP, LLC., a
Delaware Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 37-2019-00067843-CU-OE-CTL
[Assigned to Hon. Eddie C. Sturgeon
Department C-67]

CLASS ACTION

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

Date: December 2, 2022
Time: 9:00 AM
Dept: C-67

The Motion for Preliminary Approval of a Class Action Settlement came before this Court on December 2, 2022. The Court, having considered the papers submitted in support of the application of the Parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class. based upon the terms set forth in the Class Action Settlement Agreement ("Settlement Agreement").

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

05/06/2022 at 03:53:40 PM

Clerk of the Superior Court
By: Richard Day, Deputy Clerk

FILED
Clerk of the Superior Court

DEC - 2 2022

By: S. Goodrich, Deputy

1 All terms used herein shall have the same meaning as defined in the Settlement Agreement. The
2 Settlement appears to be fair, adequate and reasonable to the Class.

3 **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

4 2. The Class defined in the proposed Settlement Agreement is defined as:

5 All non-exempt hourly employees working for Regus in California during the period
6 of time from May 31, 2017 through the date on which the Court enters an Order
7 Granting Preliminary Approval of this Settlement. "PAGA Period" means the period
8 of time from October 16, 2018 through the date on which the Court enters an Order
9 granting Preliminary Approval of this Settlement.

10 Settlement Agreement at ¶¶ I(B), I(I).

11 3. The Court conditionally finds that, for the purposes of approving this settlement only,
12 the proposed Classes meet the requirements for certification under section 382 of the California Code
13 of Civil Procedure.

14 **PRELIMINARY APPROVAL OF SETTLEMENT**

15 4. The Court hereby preliminarily grants approval of the terms and conditions contained
16 in the Settlement Agreement, a copy of which is attached hereto as **Exhibit B**. The settlement falls
17 within the range of reasonableness and appears to be presumptively valid, subject only to any
18 objections that may be raised at the final fairness hearing and final approval by this Court.

19 5. A Final Fairness Hearing on the question of whether the proposed settlement, attorneys'
20 fees and costs to Class Counsel, and the Class Representative's Enhancement Award should be finally
21 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department
22 C-67 on the date and time set forth below.

23 6. The Court makes the following preliminary findings and observations: (1) the
24 settlement amount appears at this stage to be fair and reasonable to the Class Members when balanced
25 against the risks of further litigation relating to class certification, summary judgment and trial on
26 liability and damages issues, potential appeals, and ultimate collection of the full potential value of
27 the claims; (2) it also appears that sufficient discovery and investigation have been conducted, such
28 that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)
settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
further prosecution of the litigation; and (4) the proposed Settlement is the culmination of serious and

1 non-collusive negotiations between the Parties. Accordingly, the Court finds that the Settlement
2 appears to have been entered into in good faith.

3 7. The Court approves ILYM Group, Inc., as the Settlement Administrator.

4 8. This Court approves, as to form and content, the Notice of Class Action Settlement in
5 substantially the form attached as Exhibit A (1) to this Order. The Court further approves, as to form
6 and content, the Objection Form attached as Exhibit A (2), and the Exclusion Form attached as
7 Exhibit A (3).

8 9. The Court further finds that the Class Notice appears to fully and accurately inform the
9 Class Members of all material elements of the proposed Settlement, of the Class Members' right and
10 opportunity to be excluded from the Settlement, of the Class Members' right and opportunity to
11 challenge Defendant's records of workweeks worked, and of the Class Members' right and
12 opportunity to object to the Settlement.

13 FORM AND TIMING OF NOTICE

14 10. Not later than fourteen (14) business days after the entry of this Order, Defendant shall
15 provide to the Settlement Administrator an electronic database containing each Class Member's Class
16 Data.

17 11. Not later than seven (7) calendar days after Defendant provides the class information
18 to the Settlement Administrator, the Settlement Administrator shall mail the Class Notice Packets,
19 substantially in the form of Exhibit A (1) (Notice), Exhibit A (2) (Objection Form), and Exhibit A
20 (3) (Exclusion Form) to this Order, to be mailed by first-class mail postage pre-paid.

21 12. The Court directs the mailing of the Notice in accordance with the implementation
22 schedule set forth in the Settlement Agreement and finds the dates selected for the mailing and
23 distribution of the mailing of the Notice as set forth therein meet the requirements of due process and
24 provide the best notice practicable under the circumstances and shall constitute due and sufficient
25 notice to all persons entitled thereto.

26 13. No later than the deadline set forth below for Plaintiff to file the motion for final
27 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the
28 Settlement Administrator attesting to compliance with the service of the Settlement Notice, as set forth

1 above. The cost of giving notice to the Class Members shall be paid as set forth in the Settlement
2 Agreement.

3 14. The Court finds that the notice to be provided is the best means of providing notice to
4 the Class Members, is practicable under the circumstances and, when completed, shall constitute due
5 and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by and/or
6 entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
7 requirements of due process and the California Rules of Court.

8 **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS, OBJECT**
9 **TO THE SETTLEMENT AND/OR DISPUTE THEIR INDIVIDUAL PAYMENT**

10 15. Pursuant to Section III (E) (3) of the Settlement Agreement and as set forth in the Class
11 Notice, Class Members shall have forty-five (45) days from the date the notice is mailed to submit
12 any requests for exclusions in accordance with the procedures set forth in the Notice. Any Settlement
13 Class Member who validly requests to be excluded from the Settlement Class will not be entitled to
14 any Class recovery under the Settlement and will not be bound by the terms of the Settlement or have
15 any right to object, appeal or comment thereon, except that Settlement Class Members who are in the
16 PAGA Settlement Class will still receive his or her PAGA Employee Share and will release the PAGA
17 Claims. No later than the deadline for Plaintiff to file the motion for final approval of class action
18 settlement set forth below, Class Counsel shall file a statement setting forth the names of any Class
19 Members who elected to exclude themselves from the Settlement.

20 16. Any Class Members who do not properly and timely exclude themselves from the
21 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,
22 shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited
23 to the Release of Claims described therein

24 17. Pursuant to Section III (E) (3) of the Settlement Agreement and the as set forth in Class
25 Notice, Class Members shall have forty-five (45) days from the date the notice is mailed to submit
26 any objections to the Settlement in accordance with the procedures set forth in the Notice. The
27 Settlement Administrator shall email any objections to Counsel for the Parties promptly upon receipt,
28 and Class Counsel shall file any objections with the Court. Settlement Class Members who submit a

1 timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness
2 Hearing in order to have their objections heard by the Court, but are not required to do so.

3 18. Pursuant to Section III (E) (3) of the Settlement Agreement and as set forth in the Class
4 Notice, Class Members shall have forty-five (45) days from the date the notice is mailed to dispute
5 their individual payments (*i.e.*, the number of weeks during which they worked for Defendant) in
6 accordance with the procedures set forth in the Class Notice.

7 19. Any objection to the Settlement, exclusion, or disputed claim amount must be
8 submitted in writing in accordance with the procedures set forth in the Class Notice. The deadline
9 shall be specified in the Settlement Notice. Any written objection, dispute or exclusion must be
10 postmarked on or before the 45-day response deadline and mailed to the administrator at the address
11 set forth in the Class Notice.

12 20. A hearing (the "Fairness Hearing") shall take place before this Court, on the date and
13 time set forth below, to determine:

- 14 a. Whether the Court should permanently certify the Settlement Class;
- 15 b. Whether the Settlement, on the terms and conditions provided for in the Settlement
16 Agreement, should be finally approved by the Court as fair, reasonable and
17 adequate;
- 18 c. Whether the application for a service award for representative Hernandez should
19 be approved;
- 20 d. Whether the application for attorneys' fees and expenses to be submitted by Class
21 Counsel should be approved; and
- 22 e. Such other matters as the Court may deem necessary or appropriate. The Court
23 may finally approve the Settlement at or after the Fairness Hearing with any
24 modifications agreed to by the Parties and without further notice to the Class
25 Members.

26 21. Any Class Member who has not requested to be excluded from the Settlement, and any
27 other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to
28 the extent allowed by the Court, either in support of or in opposition to the matters to be considered

1 at the Fairness Hearing. Any documents filed with the Court must also be served on counsel, by any
2 method authorized under the California Code of Civil Procedure.

3 22. Any responses to any written objections to the Settlement and any other matter in
4 support of the Settlement shall be filed with the Court no later than the deadlines set forth in the
5 Settlement Agreement.


6 23. The Court may adjourn the Fairness Hearing, including the consideration of the
7 application for the payment of a service award to the Class Representative and for attorneys' fees and
8 expenses, without further notice of any kind other than an announcement of such adjournment in open
9 court at the Fairness Hearing or any adjournment thereof.

10 24. A Fairness Hearing in this Court is set for March 27, 2023 @ 8:30 am

11 25. The Court HEREBY GRANTS preliminary approval of the class action settlement as
12 set forth above.

13 **IT IS SO ORDERED.**

14
15 DATED: 12-2-8

16 
17 HON. EDDIE C. STURGEON
18 SAN DIEGO SUPERIOR COURT
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