

FILED / ENDORSED

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL A. HASER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL CHAIN OF CALIFORNIA, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 34-2022-00332268-CU-OE-GDS

CLASS ACTION

[Assigned for all purposes to Hon. Jill H.
Talley, Dept. 23]

Amended

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

[Filed concurrently with: Notice of Motion
and Motion, Memorandum of Points and
Authorities; Declaration of John G. Yslas and
Rebecca Foster; and Proof of Service]

Reservation ID: A-332268-001

Date: September 6, 2024

Time: 9:00 a.m.

Dept: 23

Complaint filed: December 30, 2022

Trial date: Not set

1 The Court has before it Plaintiff Michael A. Haser's Motion for Preliminary Approval
2 of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class
3 Action Settlement, the Declaration of John G. Yslas, the Declaration of Rebecca Foster, the
4 Class Action and PAGA Settlement and Class Notice (which is referred to here as the
5 "Settlement Agreement"), the Parties' Stipulation to Deem Plaintiff's Widow his Successor in
6 Interest, and good cause appearing, the Court hereby finds and orders as follows:

7 1. Plaintiff's widow, Rebecca Foster, is deemed Plaintiff's successor in interest for
8 the purposes of this action, shall proceed in Plaintiff's stead as the Class Representative, and
9 shall recover on behalf of Plaintiff any and all of his pro rata share of settlement proceeds as
10 well as any enhancement award the Court may approve for Plaintiff.

11 2. The Court finds on a preliminary basis that the Settlement Agreement appears to
12 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
13 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
14 the terms set forth in the Settlement Agreement between Plaintiff Michael A. Haser and
15 Defendant Universal Chain of California, Inc. ("Defendant"), attached to the Declaration of
16 John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
17 Settlement as Exhibit 1.

18 3. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject only to any objections that may be raised at the Final Approval Hearing and final
21 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
22 \$725,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
23 a \$25,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
24 which (\$18,750.00) will be paid to the State of California, Labor & Workforce Development
25 Agency and 25% of which (\$6,250.00) will be paid to eligible Aggrieved Employees; (c) Class
26 Representative service payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys'
27 fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$241,666.67), and up to
28 \$22,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement

1 Administration Costs estimated to be \$13,550.00.

2 4. The Court preliminarily finds that the terms of the Settlement appear to be within
3 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
4 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
5 and reasonable to the Class Members when balanced against the probable outcome of further
6 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
7 significant informal discovery, investigation, research, and litigation have been conducted such
8 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
9 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
10 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
11 the result of intensive, serious, and non-collusive negotiations between the Parties with the
12 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
13 that the Settlement Agreement was entered into in good faith.

14 5. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
16 Workforce Development Agency for its share of the settlement of claims for penalties under the
17 Private Attorneys General Act, and the class representatives' enhancement awards should be
18 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
19 in accordance with the Implementation Schedule set forth below.

20 6. The Court provisionally certifies for settlement purposes only the following class
21 (the "Class"): "all current and former non-exempt employees who have been employed by
22 Defendant in California at any time from December 30, 2018 to September 20, 2023.

23 7. The Court provisionally certifies for PAGA settlement purposes only, the
24 following class (the "PAGA Settlement Class"): "all current and former non-exempt employees
25 of Defendant that have worked for Defendant in the State of California at any time from
26 December 30, 2021 to September 30, 2023."

27 8. "Class Period" means the time period from December 30, 2018, to September 30,
28 2023.

1 9. “PAGA Period” means the time period from December 30, 2021 to September
2 30, 2023.

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

11 11. The Court appoints as Class Representative, for settlement purposes only, Ms.
12 Foster, the widow of Plaintiff Michael A. Haser and his successor in interest. The Court further
13 preliminarily approves Ms. Foster’s request for an incentive award up to \$10,000.00.

14 12. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
15 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC, as Class Counsel. The
16 Court further preliminarily approves Class Counsel’s ability to request attorneys’ fees of up to
17 one-third of the Total Settlement Amount (i.e., \$241,666.67), and costs not to exceed
18 \$22,000.00.

19 13. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
20 reasonable administration costs estimated to be \$13,550.00.

21 14. The Court approves, as to form and content the Class Notice, attached to the
22 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
23 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
24 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
25 thereto.

26 15. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.

28 16. Any Class Member who does not timely and validly request exclusion from the

Settlement may object to the Settlement Agreement.

17. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	October 28, 2024 (15 days after preliminary approval hearing)
Settlement Administrator to mail the Notice Packets	November 11, 2024 (No later than 14 days after receipt of Class Data)
Response Deadline	January 10, 2025 (60 days after sending Notice to Class)
Deadline to Object	January 10, 2025 (60 days after sending Notice to Class)
Deadline for Administrator to Submit Report	January 20, 2025 (10 days after objection deadline)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs	January 27, 2025 (16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	March 21, 2025 at 9:00 a.m.

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

IT IS SO ORDERED.

DATE: 10/18/24



Jill Talley
Hon. Jill H. Talley
Sacramento County Superior Court Judge