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12 *and all similarly situated employees*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN BERNARDINO – CIVIL UNLIMITED**

15
16 MARGARITA ALCEDA ZAMUDIO, an
individual on behalf of herself and all
17 similarly situated employees

18 Plaintiffs,

19 vs.

20 CHANGING LIVES STAFFING, a California
21 Corporation; MOTIVATIONAL
MARKETING, INC. D/B/A
22 MOTIVATIONAL FULFILLMENT &
LOGISTICS SERVICES, a California
23 Corporation; and DOES 1 through 100,
inclusive,

24 Defendants
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Case No.: CIVSB2120359

Related Case: CIVSB2126671

CLASS ACTION

[Assigned to the Hon. Judge David Cohn, Dept.
S26, for all purposes]

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

Date: December 29, 2022

Time: 10:00 AM

Dept.: S26

Judge: Hon. David Cohn

Action Filed: July 12, 2021

Trial Date: None Set

~~PROPOSED~~ ORDER

1
2 The Court, having fully considered Plaintiffs Margarita Alceda Zamudio and Rodolfo
3 Puga Rodriguez's ("Plaintiffs") unopposed Motion for Preliminary Approval of Class Action
4 Settlement ("Motion") and the declarations filed in support thereof, including the Joint
5 Stipulation of Class Action Settlement ("Settlement Agreement" or "Settlement") attached as
6 Exhibit A to the Declaration of Shoham J. Solouki, the Notice of Class Action Settlement
7 ("Class Notice") attached hereto as Exhibit 1, and for good cause appearing, the Court hereby
8 orders as follows:

9 1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement
10 Agreement and finds the terms to be within the range of reasonableness of a Settlement that
11 ultimately could be granted approval by the Court at the Final Approval Hearing. All terms
12 defined therein shall have the same meaning in this Order as set forth in the Settlement
13 Agreement. For purposes of the Settlement, the Court finds that the proposed Settlement Class
14 is ascertainable and that there is a sufficiently well-defined community of interest among the
15 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court
16 grants conditional certification of the following "Settlement Class" defined as follows:

17 "1) all persons who are or were previously employed in California by Changing
18 Lives as a non-exempt employee at any point from July 12, 2017 through August
19 28, 2022; or 2) all persons who are or were previously employed in California by
20 Nongshim as a non-exempt employee at any point from February 18, 2019
through August 28, 2022; and 3) all persons who are or were previously employed
in California by Motivational as a non-exempt employee at any point from July
12, 2017 through August 28, 2022."

21 2. The Court recognizes that Plaintiffs and Defendants Changing Lives Staffing
22 ("Changing Lives"), Motivational Marketing, Inc. D/B/A Motivational Fulfillment & Logistics
23 Services ("Motivational"), and Nongshim America, Inc. ("Nongshim") (collectively,
24 "Defendants") stipulate and agree to certification of the Class for settlement purposes only. This
25 stipulation will not be deemed admissible in this or any other proceeding should this Settlement
26 not become final. Whether or not the settlement is finally approved, neither the Settlement
27 Agreement, nor any document, statement, proceeding or conduct related to the Settlement
28

1 Agreement may be admitted in any proceeding as an admission by Defendants or any of the
2 Released Parties, Plaintiffs, or any person within the definition of the Class.

3 3. For settlement purposes only, the Court designates Plaintiffs Margarita Alceda Zamudio
4 and Rodolfo Puga Rodriguez as Class Representatives for the Settlement Class.

5 4. For settlement purposes only, the Court appoints Shoham J. Solouki, Esq. and Grant J.
6 Savoy, Esq. of Solouki & Savoy, LLP, and David S. Winston of Winston Law Group, P.C. as
7 Class Counsel.

8 5. The Court appoints ILYM Group, Inc. ("ILYM"). ILYM will administer the class notice
9 as agreed upon in the Settlement. The Claims Administrator shall provide the services described
10 in Paragraph III.B of the Settlement Agreement, namely:

- 11 (1) preparing, printing, and mailing simultaneously the Notice of Class Action
12 Settlement in both English and Spanish;
- 13 (2) receiving and reviewing any Opt-Outs;
- 14 (3) calculating payments under the settlement;
- 15 (4) handling inquiries from Class Members concerning the Notice Packet;
- 16 (5) resolving any workweek disputes; (6) providing weekly status reports to Defendants'
17 counsel and Class Counsel regarding the mailings, Opt-Outs, and settlement payments;
- 18 (7) distributing settlement payments to Class Members and payment to other parties
19 under the terms of this Joint Stipulation; (8) providing due diligence declarations for
20 submission to the Court, as needed; (9) printing and providing Class Members and
21 Plaintiffs with tax forms as required under the Joint Stipulation and applicable law, and
22 providing copies of the same to Defendants;
- 23 (10) translating the Notice Packet to Spanish;
- 24 (11) sending, and/or responding to submissions of Opt-Outs, or contact information
25 updates; and
- 26 (12) such other tasks as the Parties mutually agree or the Court orders the Settlement
27 Administrator to perform.

1 6. Class Members shall submit Exclusions and Objections to the Claims Administrator
2 rather than filing them with the Court. The Claims Administrator shall serve counsel with
3 copies of all Exclusions and Objections submitted by Class Members. Concurrently with the
4 filing of the motion for final approval, the Claims Administrator shall file a declaration
5 authenticating copies of every Exclusion Form and Objection Form received by it.

6 7. A Final Approval Hearing on the question of whether the proposed Settlement should be
7 finally approved as fair, reasonable, and adequate as to the members of the Settlement Class is
8 scheduled in Department ~~526~~⁵¹⁷ of this Court, located at 247 West Third Street, San Bernardino,
9 CA 92415, on July 12 [date], at 1:30 pm [time].

10 8. At the final approval hearing, the Court will consider: (a) whether the Settlement should
11 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
12 approval of the settlement should be entered; and (c) whether Plaintiffs' application for an
13 award of attorney fees, reimbursement of litigation expenses, and Class Representative Service
14 Awards should be granted.

15 9. Counsel for the parties shall file memoranda, declarations, or other statements and
16 materials in support of their request for final approval and an award of attorney's fees and costs
17 by no later than _____ [date].

18 10. The Court approves, as to form and content, the Class Notice.

19 11. The Court finds that the form of Class Notice, and the methods of giving notice to
20 members of the Settlement Class constitute the best notice practicable under the circumstances
21 and constitute valid, due, and sufficient notice to all members of the Settlement Class. They
22 comply fully with the requirements of California Code of Civil Procedure § 382, California
23 Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States
24 Constitutions, and other applicable law.

25 12. The Court further approves the procedures for Class Members to participate in, opt out
26 of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

27 13. The Parties are ordered to carry out the Settlement according to the terms of the
28 Settlement Agreement. Counsel for the parties are hereby authorized to utilize all reasonable

1 procedures in connection with the administration of the Settlement which are not materially
 2 inconsistent with either this Order or the terms of the Settlement Agreement.

3 14. Pending the Final Approval Hearing, all proceedings in this action, other than
 4 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
 5 Agreement and this Order, are stayed.

6 15. To facilitate administration of the Settlement pending final approval, the Court hereby
 7 enjoins all Class Members from filing or prosecuting any claims, suits or administrative
 8 proceedings regarding claims released by the Settlement unless and until such Class Members
 9 have submitted valid Requests for Exclusion with the Claims Administrator and the Response
 10 Deadline has elapsed.

11 16. The Court orders the following Implementation Schedule for further proceedings:

<u>Event</u>	<u>Timing</u>
Last day for Defendant(s) to provide Class Information to Claims Administrator.	<u>2/17/23</u> [date] (30 days after preliminary approval)
Last day for Claims Administrator to mail Notice Packet to Class Members ("Notice Date").	_____ [date] (14 days after receipt of Class Information)
Last day for Class Members to postmark a Request for Exclusion, Objection or Dispute to the Claims Administrator ("Response Deadline").	_____ [date] (45 days after Notice Date)
Last day for Claims Administrator to provide Defense counsel with list of all Class Members who submitted a valid Request for Exclusion.	<u>6/12/23</u> [date] (at least 30 days before final approval hearing)
Last day for parties to file motion and supporting documents for final approval of class action settlement.	<u>6/19/23</u> [date] (at least 16 court days prior to motion hearing, per code)
Final Approval Hearing.	<u>7/12/23</u> [date] at <u>1:30</u> [time] <u>pm</u>

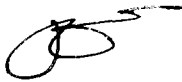
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17. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void, and the Parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

DATED: 1/18/23



JOSEPH T. ORTIZ

~~HON. DAVID COHN~~
Judge of the Superior Court