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of himself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

13 ANTONIO DELGADO, on behalf of himself
and others similarly situated,

14
15 Plaintiff,

16 v.

17 INTENSE LIGHTING, LLC; and DOES 1
through 100, inclusive,

18
19 Defendants.
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Case No.: 30-2021-01219686-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman, Dept. CX105

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing
Date: September 16, 2022
Time: 10:00 a.m.
Dept. CX105

1 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement
2 came on for a further hearing before the Honorable Randall J. Sherman in Department CX105 of
3 the Superior Court of the State of California for the County of Orange on September 16, 2022 at
4 10:00 a.m. CounselOne, P.C. appeared on behalf of Plaintiff Antonio Delgado ("Plaintiff"),
5 individually and on behalf of all others similarly situated, and Jackson Lewis P.C. appeared on
6 behalf of Defendant Intense Lighting, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class and Representative Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class and Representative
12 Action Settlement ("Settlement Agreement"), attached as **EXHIBIT 1** to the Declaration of
13 Anthony J. Orshansky in Support of Plaintiff's Motion for Preliminary Approval of Class and
14 Representative Action Settlement originally filed on March 7, 2022, as amended by the Parties'
15 Amendment to Stipulation of Class and Representative Action Settlement attached as **EXHIBIT A**
16 to the Supplemental Declaration of Anthony J. Orshansky filed in support of said Motion
17 ("Supplemental Orshansky Declaration") on August 23, 2022. This is based on the Court's
18 determination that the settlement falls within the range of possible approval as fair, adequate, and
19 reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
22 the Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the settlement is fair, adequate
24 and reasonable. It appears to the Court that extensive investigation and research have been
25 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
26 respective positions. Additionally, it appears to the Court that the settlement, at this time, will
27 avoid substantial additional costs to all Parties, as well as avoid the delay and risks that would be
28 presented by the further prosecution of the case. It further appears that the settlement has been

1 reached as the result of intensive, serious, and non-collusive arm's-length negotiations, and was
2 entered into in good faith.

3 4. The Court preliminarily finds that the settlement, including the allocations for the
4 Attorneys' Fees and Costs, Enhancement Payment, PAGA Payment, Administration Costs, and
5 payments to the Settlement Class Members and PAGA Group Members provided thereby appear
6 to be within the range of reasonableness of a settlement that could ultimately be given final
7 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
8 as part of the settlement and preliminarily finds that the monetary settlement awards made
9 available to the Class Members and PAGA Group Members are fair, adequate, and reasonable
10 when balanced against the probable outcome of further litigation relating to certification, liability,
11 and damages issues.

12 5. The Court preliminarily concludes that, for settlement purposes only, the proposed
13 Class meets the requirements for certification under section 382 of the California Code of Civil
14 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
15 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
16 defined community of interest amongst the members of the Class with respect to the subject matter
17 of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d)
18 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
19 action is superior to other available methods for the efficient adjudication of the controversy; and
20 (f) Class Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the
21 representative of the Class.

22 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
23 follows:

24 All current and former hourly paid or non-exempt employees who worked for
25 Defendant and/or its predecessors or merged entities, within the State of California,
from January 11, 2017 through October 18, 2021.

26 7. The Court provisionally appoints CounselOne, PC as counsel for the Class ("Class
27 Counsel").

1 8. The Court provisionally appoints Plaintiff Antonio Delgado as the representative of
2 the Class (“Class Representative”).

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4 9. The Court provisionally appoints CPT Group Inc. (“CPT”) to handle administration
5 of the settlement (“Settlement Administrator”).

6 10. Within ten (10) calendar days of the date of this Order, Defendant shall provide the
7 Settlement Administrator with the following information about each Class Member: full name,
8 last-known mailing address, last-known telephone number, Social Security number, number of
9 workweeks during the Class Period, number of pay periods during the PAGA Period, and
10 employment dates as an hourly-paid or non-exempt employee during the Class Period (“Class
11 List”) in conformity with the Settlement Agreement.

12 11. The Court approves, both as to form and content, the Notice of Pendency of Class
13 and Representative Action Settlement (“Class Notice”), as amended and attached to the
14 Amendment as “**REVISED EXHIBIT 1.**” The Class Notice shall be provided to Class Members
15 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears
16 to fully and accurately inform the Class Members of all material elements of the Settlement
17 Agreement, of Class Members’ right to be excluded from the class settlement by submitting an
18 opt-out request to the Settlement Administrator, of Settlement Class Members’ right to dispute the
19 workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity
20 to object to the class settlement. The Court further finds that distribution of the Class Notice
21 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
22 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
23 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
24 further orders the Settlement Administrator to mail the Class Notice by first class U.S. Mail to all
25 Class Members within twenty (20) calendar days of this Order, pursuant to the terms set forth in
26 the Settlement Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the class settlement. Any Class Member may

1 choose to be excluded from the class settlement by submitting a timely written Request for
2 Exclusion Form (to be included with the Class Notice) to the Settlement Administrator,
3 postmarked or received by no later than the date which is forty-five (45) calendar days from the
4 date of initial mailing of the Class Notice to Class Members (“Response Deadline”). Any such
5 person who timely and validly chooses to opt-out of, and be excluded from, the class settlement
6 will not be entitled to recovery under the class settlement and will not have any right to object,
7 appeal, or comment on the settlement. Class Members who have not submitted a timely and valid
8 request to be excluded from the settlement (*i.e.*, Settlement Class Members) shall be bound by the
9 Settlement Agreement and any final judgment based thereon. All Class Members employed by
10 Defendant during the PAGA Period (“PAGA Group Members”), whether or not they submit a
11 request for exclusion, will receive a PAGA payment and will no longer be able to seek penalties,
12 pursuant to the PAGA, arising from any and all claims, for the period from January 11, 2020 and
13 ending on October 18, 2021, alleged in the operative complaint, or that could have been asserted
14 based on the facts, circumstances, transactions, occurrences, acts, omissions, or failures to act
15 alleged by Plaintiff in the operative complaint.

16 13. A Final Approval Hearing shall be held before this Court on January 13, 2023 at
17 10:00 a.m. in Department CX105 of the Orange County Superior Court, located at 751 West Santa
18 Ana Blvd., Santa Ana, CA 92701, to determine all necessary matters concerning the settlement,
19 including: whether the proposed settlement of the action on the terms and conditions provided for
20 in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by
21 the Court; whether a judgment, as provided in the Settlement Agreement, should be entered herein;
22 whether the plan of allocation contained in the Settlement Agreement should be approved as fair,
23 adequate, and reasonable to Settlement Class Members and PAGA Group Members; and to
24 determine whether to finally approve the requests for Attorneys’ Fees and Costs, Enhancement
25 Payment, and Administration Costs.

26 14. Class Counsel shall file a motion for final approval of the settlement and for
27 Attorneys’ Fees and Costs, Enhancement Payment, and Administration Costs, along with the
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1 appropriate declarations and supporting evidence, including the Settlement Administrator's
2 declaration, by December 20, 2022, to be heard at the Final Approval Hearing.

3 15. Except as required to implement the settlement, all proceedings and all litigation of
4 the action are stayed pending the Final Approval Hearing.

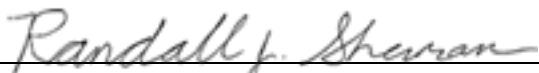
5 16. The settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the settlement is finally approved, neither the settlement, nor any
8 document, statement, proceeding or conduct related to the settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication, or admission by Defendant of any liability,
12 fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement Agreement.

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

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
21 Members and retains jurisdiction to consider all further applications arising out of or connected
22 with the settlement.

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24 IT IS SO ORDERED.

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27 Dated: **September 16, 2022**



Hon. Randall J. Sherman
Judge of the Superior Court