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1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Mark A. Ozzello (SBN 116595)
Mark.Ozzello@capstonelawyers.com
3 Brandon Brouillette (SBN 273156)
Brandon.Brouillette@capstonelawyers.com
4 Joseph Hakakian (SBN 323011)
Joseph.Hakakian@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Jason Alciatore

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 JASON ALCIATORE, individually, and on
13 behalf of other members of the general public
similarly situated,

14 Plaintiff,

15 vs.

16 BRAGG INVESTMENT COMPANY, INC., a
17 California corporation; and DOES 1 through 10,
inclusive,

18 Defendants
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Case No.: 19STCV18788

Assigned to the Hon. Carolyn B. Kuhl

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

Date: June 9, 2022
Time: 10:30 a.m.
Place: Department 12

FILED
Superior Court of California
County of Los Angeles
06/09/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. M'Greené Deputy

1 **ORDER**

2 On June 9, 2022, this Court conducted a hearing on Plaintiff’s Motion for Preliminary Approval
3 of the Class Action Settlement (the “Motion”). Having considered the Motion and the points and
4 authorities submitted in support of the Motion, including the Joint Stipulation of Class and
5 Representative Action Settlement and Release (“Settlement Agreement” or “Settlement”), and **GOOD**
6 **CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the
7 following findings and orders:

8 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
9 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
10 Agreement.

11 2. The Settlement Class shall be conditionally certified for settlement purposes only and
12 shall consist of all persons who worked for Defendant as a non-exempt, hourly employee in California at
13 any time from May 30, 2015 through November 23, 2021.

14 3. The class action settlement set forth in the Settlement Agreement, entered into among
15 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range
16 of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class
17 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or
18 before the final approval hearing.

19 4. The Court further finds that Plaintiff conducted extensive investigation and research, and
20 that he was able to reasonably evaluate his position and the strengths and weaknesses of his claims and
21 his ability to certify them. Plaintiff has provided the Court with enough information about the nature and
22 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent
23 assessment of the reasonableness of the terms to which the Parties have agreed.

24 5. The Court also finds that settlement now will avoid additional and potentially substantial
25 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

26 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
27 conditions set forth therein and the Class Settlement Amount and allocation of payments.

28 7. The rights of any potential dissenters to the proposed Settlement are adequately

1 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims
2 they may have against Defendant, or they may object to the Settlement and appear before this Court.

3 8. The Court approves, as to form and content, the proposed Notice of Class Action
4 Settlement (“Notice Packet”).

5 9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class
6 Members in accordance with the schedule set forth below and the other procedures described in the
7 Settlement Agreement. The Court finds that the method selected for communicating the preliminary
8 approval of the Settlement Agreement to Class Members is the best notice practicable under the
9 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies
10 due process.

11 10. The Court appoints Plaintiff Jason Alciatore as the representative for the Settlement
12 Class conditionally certified by this Order.

13 11. The Court appoints Capstone Law APC as Class Counsel. The Court finds that counsel
14 have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate
15 counsel for the Class conditionally certified by this Order.

16 12. The Court approves and appoints ILYM Group, Inc. as the Settlement Administrator.

17 13. The following dates shall govern for purposes of this Settlement:

Date	Event
June 29, 2022 (or not later than 20 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class List to the Settlement Administrator.
July 11, 2022 (or not later than 10 calendar days after Defendant produces the Class List, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
August 25, 2022 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Class Members to submit Requests for Exclusion or Written Objections to the Settlement.
16 court days prior to Final Approval hearing	Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Enhancement Payment.
October 13, 2022 at 10:30 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Enhancement Payment.

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14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: 06/09/2022



Handwritten signature of Carolyn B. Kuhl in cursive.

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court Judge