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DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff ANDY RIVERA, as an individual and on behalf of all employees
similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF ORANGE**

ANDY RIVERA,

Plaintiff,

v.

THNC INDUSTRIES, INC. dba
SERVPRO LAGUNA BEACH DANA
POINT; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2022-01295830-CU-OE-CXC

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Assigned for all purposes to:
Hon. William D. Claster, Dept. CX104

Date: November 1, 2024
Time: 9:00 A.M.
Dept.: CX101

Complaint Filed: December 8, 2022
Trial Date: None Yet Set

AMENDED ~~PROPOSED~~ ORDER

On November 1, 2024, Plaintiff ANDY RIVERA ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion") came on for hearing in Department CX101 of the Superior Court of California, County of Orange. The Court, having fully reviewed the motion for preliminary approval of class action settlement; points and authorities and declarations filed in support; and First Amended Class Action Settlement Agreement ("Settlement"), including the Amended Notice of Class Action Settlement ("Notice"), Request for Exclusion Form and Workweek Dispute Form ("Settlement Agreement"), attached as Exhibit A to the Supplemental Declaration of Katherine J. Odenbreit; and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy, and reasonableness of any proposed settlement.

IT IS HEREBY ORDERED:

1. The Settlement Agreement entered into by and between Plaintiff, ANDY RIVERA, individually and on behalf of Class Members (defined below) as Defendant THNC INDUSTRIES, INC. dba SERVPRO LAGUNA BEACH/DANA POINT ("Defendant") is preliminarily approved, as the terms of the settlement are found to be fair, adequate, and reasonable.

2. The following class is conditionally certified for settlement purposes only: all individuals who worked for Defendant as hourly and/or non-exempt employees in California at any time between December 8, 2018 and January 3, 2024.

3. Named Plaintiff Andy Rivera is appointed as Class Representative. Kevin Mahoney and Katherine Odenbreit of Mahoney Law Group, APC are appointed as Class Counsel.

4. The Parties' proposed notice plan is hereby approved as the best notice practicable. The proposed Settlement Class Notice attached Exhibit A to the Settlement Agreement is sufficient to inform the Class Members of the terms of the Settlement Agreement, their rights to

1 receive monetary payments under the Settlement Agreement, their right to exclude themselves
2 from the Settlement, and their right to lodge objections to the Settlement. The Court finds the
3 notice requirements of Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class
4 Notice adequately advises Class Members of their rights under the Settlement. Counsel for the
5 Parties are authorized to correct any typographical errors that may be discovered in the Class
6 Notice and make clarification, to the extent some are found or needed, so long as the corrections
7 do not materially alter the substance of the Class Notice.

8 5. Atticus Class Action Administration ("Atticus") is appointed to act as the
9 Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court orders
10 Defendant to provide to Atticus the class information necessary to facilitate the notice mailing no
11 later than 21 calendar days from the date of this Order. Atticus is ordered to carry out the
12 Settlement according to the terms of the Settlement Agreement and in conformity with this Order,
13 including disseminating the Notice according to the notice plan described in the Settlement
14 Agreement in English and Spanish. The mailing of the Notice shall be completed pursuant to the
15 Settlement Agreement. Based upon the cost estimate submitted by Atticus, the Court
16 preliminarily approves administration costs in the amount of seven thousand dollars (\$7,500.00)
17 to be deducted from the Gross Settlement Amount.

18 6. The deadline for Class Members to opt-out or object to the Settlement is 60 days
19 from the date the Notice is mailed by the Administrator. The procedures and deadline for Class
20 Member to request exclusion from or to object to the Settlement is adopted as described in the
21 Settlement Agreement and the attached Notice. Any Class Member who intends to object to final
22 approval of the Settlement Agreement must submit a written objection to Atticus by mail in
23 accordance with the Settlement Agreement and described in paragraph 7 of the Notice. Any
24 opposition or reply to any objection or the motion for final approval will be due according to
25 Code of Civil Procedure section 1005.

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

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RELEVANT DATES AND DEADLINES

8. Within 21 calendar days of this Order, Defendant shall provide Atticus with the following information that is within Defendant's possession for each Participating Class Member: (1) each Settlement Class Member's full name; (2) last known address; (3) last known home telephone number; (4) social security number; (5) start and end dates of employment during the Class Period; and (6) total number of weeks each Settlement Class Member worked during the Class Period. ("Class Information"). This information shall be based on Defendant's payroll and other business records and in a format readily accessible to Defendant. The data contained in the Database shall remain confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by Atticus to carry out the reasonable efforts required by the Settlement, or pursuant to express written authorization by Defendant or by order of the Court. Atticus shall be authorized to use any reasonable practices to locate Class Members in order to provide them with the Notice and/or Settlement Payments. Neither Class Counsel nor Atticus may use the Database for any purpose other than to administer the Settlement as provided in the Settlement.

9. Within 10 days of receiving the Class Information, Atticus will mail a copy of the Class Notice to all Class Members by first class regular U.S. mail. Atticus will engage in address searches consistent with their normal practices in settlements of wage claims, including skip tracing. Any returned envelopes from this mailing with forwarding address will be utilized by Atticus to forward the Notice to the Class Members.

10. Each Notice will list the total workweeks worked by the Class Members during the Class Period. To the extent a Class Member disputes the information listed on his or her Notice, the Class Member may produce evidence to Atticus showing the number of weeks the Class Member contends to have worked during the Class Period. If there is a dispute, Atticus will consult with the Parties to determine whether an adjustment is warranted. Atticus shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. Atticus' determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties.

1 11. All requests for exclusions must be post-marked by the 60th day following the date
2 the Notice is mailed to Class Members.

3 12. All written objections must be mailed to Atticus and be postmarked the 60th day
4 following the date the Notice is mailed to Class Members. ~~Any Objection must be signed by the~~
~~Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the~~
5 ~~last four digits of the Settlement Class Member's Social Security number and/or the Employee~~
6 ~~ID number; and (3) the basis for the objection.~~
7


8 13. The Court will conduct a Final Fairness Hearing on **April 4, 2025 at 9:00 a.m.** in
9 Department CX0-101 to determine: (1) whether the proposed Settlement is fair, reasonable, and
10 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs
11 to award to Class Counsel; and (3) the amount of Enhancement Payments to the Class
12 Representative. If the settlement is finally approved by the Court, Defendant will receive a release
13 of claims as set forth in the Settlement Agreement.

14 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed by per
15 code based on the hearing date. Atticus' report regarding the mailing of the Notice and settlement
16 administration shall be filed no less than 16 court days prior to the date set for the Final Fairness
17 Hearing, no later than **March 12, 2025**.

18 15. The Court reserves the right to continue the date of the Final Fairness Hearing
19 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
20 further applications arising out of or in connection with the Settlement.

21 In the event the Settlement is not finally approved, or otherwise does not become effective
22 in accordance within the terms of the Settlement, this Order shall be rendered null and void and
23 shall be vacated, and the Parties shall revert to their respective positions as of before entering into
24 the settlement.

25 Dated: 11-7-24

26 
27 HON. WILLIAM D. CLASTER
28 JUDGE OF THE SUPERIOR COURT