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14 And Alexander Williams and the certified Class

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO, NORTH COUNTY JUDICIAL DISTRICT**

17 FRANCISCO FLORES, BRIANT ZAMOR,
ALEXANDER WILLIAMS, on behalf of
18 themselves and all others similarly situated,

19 Plaintiff,

20 vs.

21 ALLIE'S PARTY EQUIPMENT RENTAL,
INC., a California Corporation; BARRETT
22 BUSINESS SERVICES, INC., a Maryland
Corporation; MICHAEL B. NICHOLSON, an
23 individual; and DOES 1 through 500, inclusive;

24 Defendants.

Case No. 37-2017-00003817-CU-OE-NC

CLASS ACTION

Assigned to: Hon. Robert P. Dahlquist, Dept N-
29

**~~Proposed~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT BETWEEN PLAINTIFFS
AND DEFENDANTS**

Date: March 11, 2022
Time: 1:30 p.m.
Place: Department N-29

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

02/16/2022 at 11:32:03 PM
Clerk of the Superior Court
By Gregory Homick, Deputy Clerk

FILED
Clerk of the Superior Court

MAR 11, 2022

By: T. Horak

25 Before the Court is the unopposed Motion for Preliminary Approval of the proposed class
26 action settlement between Plaintiffs Francisco Flores, Briant Zamora, and Alexander Williams
27 (collectively referred to as "Plaintiffs") on behalf of themselves and the previously certified Class
28 defined as all persons employed in a non-exempt capacity with Defendant Allie's Party Equipment

1 Rental, Inc. in the state of California (the "Class") at any time from January 31, 2013 through
2 September 1, 2017 (the "Class Period") and Defendants Allie's Party Equipment Rental, Inc., Barrett
3 Business Services, Inc., and/or Michael B. Nicholson (collectively referred to as "Defendants"), in
4 accordance with the Settlement and Release Agreement, fully executed by all of the parties as of
5 February 11, 2022 (the "Settlement Agreement"), which sets forth the terms and conditions for a
6 proposed settlement of the claims alleged against Defendants in this litigation.

7 Having reviewed and considered the parties' Settlement Agreement and the unopposed
8 Motion for Preliminary Approval of the Class Action Settlement and having heard and considered
9 the oral argument of counsel, the Court makes the findings and grants the relief set forth below,
10 preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and
11 conditions set forth in this Order. All terms and phrases in this Order shall have the same meaning
12 as they are defined in the Settlement Agreement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. The Court does hereby find that the requirements of California Rules of Court, Rule
15 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves
16 the Settlement of the action set forth in the Settlement Agreement, attached as Exhibit A to the
17 supporting Declaration of Patrick N. Keegan, as being fair, just, reasonable, and adequate to the
18 Class and its members, subject to further consideration at the Final Approval Hearing.

19 2. A hearing (the "Final Approval Hearing") shall be held before this Court on **June 17,**
20 **2022** at 1:30 p.m. in Department N-29 of the San Diego Superior Court, North County Judicial
21 District, located at 325 South Melrose, Vista, California 92081, to determine whether the terms of
22 the Settlement, set forth in the Settlement Agreement, are fair, reasonable, adequate, and in the best
23 interests of the Class and should be approved by the Court; whether judgment as provided for in the
24 Settlement Agreement should be entered; and whether and in what amounts of Plaintiffs' Counsels'
25 fees and costs and Plaintiffs' Service Awards, as provided for in the Settlement Agreement, shall be
26 paid from the Settlement Amount.

27 3. The Court approves, as to form and content, the Notice of Class Action Settlement
28 and the Proof of Claim Form, attached as Exhibits 1 and 2, respectively, to the supporting

1 Declaration of Patrick N. Keegan, and finds that the mailing of these forms substantially in the
2 manner and form set forth in this Order is reasonably calculated to apprise the Class members,
3 constitutes the best notice practicable under the circumstances, and constitutes valid, due and
4 sufficient notice to all members of the Class, complying fully with the requirements of section 382
5 of the California Code of Civil Procedure, California Rules of Court, Rules 3.766 and 3.769, and any
6 other applicable laws.

7 4. The Court appoints ILYM Group, Inc. as the Claims Administrator and ILYM Group,
8 Inc. is hereby authorized to supervise and administer the notice procedure as set forth below:

9 (a) not later than March 25, 2022 (the "Notice Date"), (i) the Claims
10 Administrator shall cause a copy of the Notice of Class Action Settlement and the Proof of Claim
11 Form, substantially in the form attached as Exhibits 1 and 2, respectively, to the supporting
12 Declaration of Patrick N. Keegan, in both English and Spanish, to be sent by United States mail to
13 all Class members who have been previously identified and can be identified with reasonable effort;

14 (b) not later than March 25, 2022 and prior to such mailing, the Claims
15 Administrator shall verify and filter the Class Data to eliminate duplication against the United States
16 Postal Service (USPS) and National Change of Address (NCOA) database; and to certify and
17 validate addresses with the Coding Accuracy Support System (CASS) and Track Your Class (TYC)
18 for zone delivery. With respect to any the Notice of Class Action Settlement and the Proof of Claim
19 Form that is returned as undeliverable, the Claims Administrator shall perform one skip-trace on
20 returned mail and re-mail the Notice of Class Action Settlement and the Proof of Claim Form to an
21 updated address, and if such an address is obtained, shall resend the Notice of Class Action
22 Settlement and the Proof of Claim Form to that updated address within five (5) business days of
23 receiving notice that the Notice of Class Action Settlement and the Proof of Claim Form was
24 undeliverable.

25 (c) not later than May 18, 2022, the Claims Administrator shall deliver to
26 Plaintiffs' counsel of record and Defendants' counsel of record to be filed with the Court an affidavit
27 or declaration attesting to such mailing of the Notice of Class Action Settlement, reporting on the
28 number of Proof of Claim Forms received from Class members, and providing copies of any timely

1 and valid requests for exclusion from the Class.

2 5. Class members who wish to participate in the Settlement shall comply with the
3 procedures set forth in the Notice of Class Action Settlement. To be valid, a Proof of Claim Form
4 must be complete and sign under the penalty of perjury, and either mail to the Claims Administrator
5 so that it is postmarked or submitted online before the deadline set forth set forth in the Notice of
6 Class Action Settlement, which shall be no later than forty-five (45) days after the Notice Date. Any
7 Class member who does not timely submit a Proof of Claim Form within the time provided for shall
8 be barred from receiving any payment from the Settlement Amount.

9 6. Any member of the Class who desires to be excluded from the Class, and therefore
10 not bound by the terms of the Settlement Agreement, may request exclusion from the Class by
11 mailing a written request that unequivocally states that he/she wishes to be excluded from the Class
12 and is personally signed, and contains the necessary identifying information described in the Notice
13 of Class Action Settlement. To be valid, any request for exclusion must be mailed to the
14 Settlement Administrator and postmarked before the deadline set forth in the Notice of Class Action
15 Settlement, which shall be no later than forty-five (45) days after the Notice Date. Any member of
16 the Class who chooses to be excluded shall not be entitled to receive any of the benefits of the
17 Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement
18 Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Final
19 Approval Hearing. A list of the names of all persons timely submitting valid Requests for Exclusion
20 shall be filed with the Court before the date of the Final Approval Hearing.

21 7. Any member of the Class who desires to object to the Settlement must file any
22 objections and all papers in support of such objections with the Court in the time set forth in the
23 Notice of Class Action Settlement, which shall be no later than forty-five (45) days after the Notice
24 Date. To be considered, any written objection must be timely served on the designate members of
25 Plaintiffs' Counsel and Defendants' Counsel as set forth in the Notice of Class Action Settlement,
26 and filed with the Court. The filing of any objection will not extend the time within which a member
27 of the Class may file a request or exclusion from the Class. Any objecting Class member who does
28 not make his or her objection in the manner provided as set forth herein and in the Notice of Class

1 Action Settlement may be deemed to have waived such objection, unless otherwise ordered by the
2 Court.

3 8. All papers in support of the motion(s) for final approval of the Settlement and
4 approval of the payment of Plaintiffs' Counsels' fees and costs and Plaintiffs' service awards shall
5 be filed with the Court and served not later than May 26, 2022.

6 9. As agreed to in the Settlement Agreement, no later than ten (10) calendar days after
7 entry of this Order, Defendants shall pay to the Claims Administrator the estimated amount of its
8 fees and costs to be incurred in preparation and mailing of the Notice of Class Action Settlement
9 and Proof of Claim Forms to Class members, in an amount not to exceed more than \$10,000.00.

10 10. The Court reserves the right to adjourn the date of the Final Approval Hearing
11 without further notice to the members of the Class and retains jurisdiction to consider all further
12 motions arising out of or connected with the Settlement. The Court may approve the Settlement,
13 with such modifications as may be agreed to by the parties, if appropriate, without further notice to
14 the Class.

15
16 Dated: March 11, 2022

Robert P. Dahlquist
Hon. Robert P. Dahlquist
Judge of the Superior Court

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