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12 LARINE SHIELDS, and TAYLOR EVANS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 ADRIANA HAYTER, LARINE SHIELDS,
16 and TAYLOR EVANS; individually, and on
17 behalf of all other similarly situated persons;
18 and ROES 1-100,

19 Plaintiffs,

20 v.

21 EWALD & WASSERMAN RESEARCH
22 CONSULTANTS, LLC, a California limited
23 liability corporation; KATRIN EWALD, an
24 individual; LISA WASSERMAN, an
25 individual; and DOES 1-20,

26 Defendants.

Case No. CGC-19-577753

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

Date: May 3, 2021

Time: 10:00 a.m.

Dept.: 304

Judge: Hon. Anne-Christine Massullo

1 The Court has before it Plaintiffs' unopposed Motion for Preliminary Approval of Class
2 Action Settlement and Class Certification. After reviewing Plaintiffs' Motion for Preliminary
3 Approval and the supporting documents, including the Declaration of Yosef Peretz, the parties'
4 settlement agreement in this matter (the "Settlement Agreement"), the proposed notice to class
5 members, and other papers filed herein, and after conducting a hearing on Plaintiffs' Motion, the
6 Court hereby finds and orders as follows:

7 1. The Court finds that the Settlement Agreement appears to be within the range of
8 that which would receive final approval as a fair, adequate and reasonable settlement, and
9 therefore meets the requirements for preliminary approval. The Court conditionally finds that the
10 Settlement Agreement was the product of serious, informed, non-collusive negotiations
11 conducted at arms' length by the parties with assistance from the Honorable Mary E. Wiss, judge
12 of this Court. In so noting, the Court considered the nature of the claims, the amounts and kinds
13 of benefits paid in settlement, the allocation of settlement proceeds among the class members,
14 and the fact that a settlement represents a compromise of the parties' respective positions rather
15 than the result of a finding of liability at trial. The Court further conditionally finds that the terms
16 of the Settlement Agreement have no obvious deficiencies and do not improperly grant
17 preferential treatment to any individual class member.

18 2. The Court conditionally certifies for settlement purposes the following class (the
19 "Settlement Class"):

20 a. "Settlement Class" shall mean and refer to "all persons employed by any
21 of the Defendants or Released Parties in a Class Position, at any time during the Class Period."

22 b. The "Class Period" is defined as "the time period from August 1, 2015
23 through the date of the Court's entry of judgment granting Preliminary Approval of the
24 Settlement."

25 c. The "Class Position" is defined as "all persons who worked for Defendants
26 as a non-exempt Part-Time Telephone Interviewer, or other similar positions, classified as an
27 hourly, non-exempt employee by the State of California during the Class Period."

28 d. The term "Released Parties", means Defendants Lisa Wasserman, Katrin
Ewald, Ewald and Wasserman Research Consultants, LLC, their parents, subsidiaries, affiliates,
insurers, related entities and divisions, and its and their respective: (i) predecessors, successors,
and assigns, and (ii) current and former agents, heirs, executors, administrators, principals,

1 officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and
2 all other claiming through and by any of them.

3 e. "Eligible Class Member" include all members of the Class who do not opt-
4 out from this settlement.

5 3. The Court appoints Simpluris, Inc. as the Settlement Administrator.

6 4. The Court appoints for settlement purposes only Named Plaintiffs Adriana Hayter,
7 Larine Shields, and Taylor Evans as Class Representatives.

8 5. The Court appoints for settlement purposes only Yosef Peretz and Shane Howarter
9 of the Peretz & Associates law firm and Martin M. Horowitz and Stephanie Rubinoff of the
10 Horowitz & Rubinoff law firm as counsel for the Settlement Classes ("Class Counsel").

11 6. The parties are ordered to carry out the settlement according to the terms of the
12 Settlement Agreement.

13 7. The Court orders the following schedule of dates for further proceedings:

14 a. Deadline for serving and filing Motion for Final Approval:
15 _____.

16 b. Final Approval Hearing: _____ in Department 304
17 of this Court.

18 8. The Court notes the application of Class Counsel for an award of attorneys' fees
19 and costs and shall consider this issue at the Final Approval Hearing.

20 9. The Court approves, as to the form and content, the Notice of Class Action
21 Settlement ("Notice"), attached hereto as Exhibit 1, which informs the members of the Class of
22 the terms of the proposed Settlement, the preliminary approval of the Settlement Agreement, and
23 the scheduling of the Final Approval Hearing. The Court finds that the dates selected for the
24 mailing and distribution of the Notice, as well as the content and form of the Notice, meet the
25 requirements of due process, provide reasonable notice, and shall constitute due and sufficient
26 notice to all persons entitled thereto. The Court further finds that the Notice appears to fully and
27 accurately inform the Settlement Class members of all material elements of the proposed
28 Settlement Agreement, of the Settlement Class members' right to be excluded from the Classes,
and of each Class member's right and opportunity to object to the settlement.

IT IS SO ORDERED.

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Dated: _____, 2021

HONORABLE CHRISTINE-ANNE MASSULLO
JUDGE OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA,
COUNTY OF SAN FRANCISCO