

1 They allege that Defendant failed to: pay all wages owed (including minimum, overtime and sick
2 wages); permit employees to take uninterrupted meal breaks or provide compensation in lieu of a
3 compliant meal break; accurately compensate employees for hours actually worked; provide the
4 rest periods to which employees were entitled, or provide compensation in lieu thereof; provide
5 complete and accurate wage statements; pay all sick wages owed; timely pay wages owed; and
6 reimburse employees for necessary business expenses incurred by them.

7 Based on the foregoing, Plaintiff initiated this action August 22, 2025 and filed the
8 operative FAC on February 6, 2025 asserting the following causes of action: (1) unpaid
9 overtime; (2) unpaid meal premiums; (3) unpaid rest period premiums; (4) unpaid minimum
10 wage; (5) final wages not timely paid; (6) non-compliant wage statements; (7) failure to
11 reimburse required expenses; (8) PAGA penalties; (9) violation of Business & Professions Code
12 §§ 17200, et seq.

13 Plaintiff now seeks an order: preliminarily approving the parties' class action settlement;
14 conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be
15 sent to the settlement Class; appointing Apex Class Action Settlement ("Apex") as the settlement
16 administrator; provisionally appointing Plaintiff as Class representative; appointing Justice Law
17 Corporation as Class counsel; approving the settlement of PAGA claims, and scheduling a final
18 approval hearing.

19 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

20 **A. Class Action**

21 Generally, "questions whether a [class action] settlement was fair and reasonable,
22 whether notice to the class was adequate, whether certification of the class was proper, and
23 whether the attorney fee award was proper are matters addressed to the trial court's broad
24 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
25

1 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
2 260.)

3 In determining whether a class settlement is fair, adequate and reasonable, the trial court
4 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
5 complexity and likely duration of further litigation, the risk of maintaining class action status
6 through trial, the amount offered in settlement, the extent of discovery completed and the stage
7 of the proceedings, the experience and views of counsel, the presence of a governmental
8 participant, and the reaction of the class members to the proposed settlement.

9 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations
10 omitted.)

11 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
12 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
13 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
14 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
15 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
16 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
17 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
18 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
19 marks omitted.) The trial court also must independently confirm that “the consideration being
20 received for the release of the class members’ claims is reasonable in light of the strengths and
21 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
22 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
23 “provided with basic information about the nature and magnitude of the claims in question and
24 the basis for concluding that the consideration being paid for the release of those claims
25 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

1 **B. PAGA**

2 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
3 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
4 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
5 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
6 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
7 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
8 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
9 *Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

10 Similar to its review of class action settlements, the Court must “determine independently
11 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
12 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
13 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
14 remediate present labor law violations, deter future ones, and to maximize enforcement of state
15 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
16 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
17 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
18 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
19 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

20 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
21 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
22 verdict].) But a permissible settlement may be substantially discounted, given that courts often
23 exercise their discretion to award PAGA penalties below the statutory maximum even where a
24 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
25 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

1 **III. SETTLEMENT PROCESS**

2 Plaintiff initiated this action on August 22, 2023, with the filing of a class action
3 complaint asserting eight different causes of action. On February 6, 2025, Plaintiff amended the
4 pleading to add a claim for PAGA penalties.

5 The parties subsequently engaged in informal discovery, with Plaintiff obtaining from
6 Defendant: documents related to policies, practices, and procedures regarding reimbursement of
7 business expenses, paying non-exempt employees for all hours worked, and meal and rest
8 breaks, along with payroll, timekeeping, and operational policies. Plaintiff reviewed time
9 records, wage statements, information relating to size and scope of the Class, and interviewed
10 putative class members who worked for Defendant throughout the Class Period.

11 The parties participated in a remote mediation session with an experienced wage and
12 hour mediator. Following the mediation, the parties agreed to settle this action based on the
13 mediator’s proposal and later negotiated the final terms of the settlement agreement that is now
14 before the Court for approval.

15 **IV. SETTLEMENT PROVISIONS**

16 The non-reversionary gross settlement is \$989,000. Attorney’s fees of up to \$346,150 (or
17 one-third of the gross settlement), litigation costs of up to \$25,000 and administrative costs not to
18 exceed \$15,000 will be paid from the gross settlement. \$75,000 will be allocated to PAGA
19 penalties, 65% of which (\$48,750) will be paid to the LWDA, with the remaining 35% (\$26,250)
20 dispensed to Aggrieved Employees, defined as “all current and former hourly-paid or non-
21 exempt employees of Defendant within the State of California at any time during the PAGA
22 Period and who did not sign an arbitration agreement.” Plaintiffs will seek class representative
23 service payment of \$10,000.

24 The net settlement amount- estimated to be \$290,334- will be allocated to members of the
25 “Class,” who are defined as “all current and former hourly-paid or non-exempt employees of

1 Defendants within the State of California at anytime during the Class Period [August 22, 2019
2 through March 24, 2025] and who did not sign an arbitration agreement.” For tax purposes,
3 settlement payments will be allocated 15% to wages and 85% to non-wages (i.e., interest and
4 penalties). The employer-side payroll taxes will be paid by Defendant in addition to the gross
5 settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to
6 the Controller of the State of California to be held in trust for such class members pursuant to
7 California unclaimed property law.

8 In exchange for settlement, Class Members who do not opt out will release:

9 [A]ll claims that were asserted, or could have been asserted, based on the allegations set
10 forth in the Operative Complaint arising at any time during the Class Period. This includes, but is
11 not limited to, claims for: (a) failure to pay overtime and minimum wages; (b) failure to pay all
12 regular rate wages due (including sick leave pay); (c) failure to provide meal and rest periods and
13 associated premium payments; (d) untimely payment of wages during employment and upon
14 termination; (e) inaccurate wage statements; (f) failure to maintain complete and accurate payroll
15 records; (g) failure to keep payroll records in a central location; (h) failure to reimburse for
16 necessary business expenses; (i) unfair business practices stemming from these alleged Labor
17 Code violations; (j) any and all claims arising out of alleged violations of the Labor Code,
18 including sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5,
19 218.6, 221, 226, 226.3, 226.7, 227.3, 229, 245-249, 510, 512, 551, 552, 558, 1174, 1174.5,
20 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1776, 2800-2802, Code of
21 Regulations Title 8 section 11040, and the applicable Industrial Welfare Commission Wage
22 Orders, (l) interest; (m) attorneys’ fees and costs; and (n) any other claims arising out of, or
23 related to, the Operative Complaint. Except as provided in section 8, subdivision c, pertaining to
24 Plaintiff, Participating Class Members do not release any other claims, including claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

1 unemployment insurance, disability, social security, workers' compensation, or claims based on
2 facts occurring outside the Class Period.

3 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
4 PAGA portion of the settlement, will release:

5 [A]ll claims that were asserted, or could have been asserted, based on the allegations set
6 forth in the Operative Complaint and written notice to the LWDA arising at any time during the
7 PAGA Period. These are claims for: (a) failure to pay overtime and minimum wages; (b) failure
8 to pay all regular rate wages due (including sick leave pay); (c) failure to provide meal and rest
9 periods and associated premium payments; (d) untimely payment of wages during employment
10 and upon termination; (e) inaccurate wage statements; (f) failure to maintain complete and
11 accurate payroll records; (g) failure to keep payroll records in a central location; (h) failure to
12 reimburse for necessary business expenses; and (i) penalties under PAGA. The Released PAGA
13 Claims includes violations of Labor Code 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 229,
14 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
15 Industrial Welfare Commission Wage Orders.

16 The foregoing releases are appropriately tailored to the allegations at issue.
17 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

18 **V. FAIRNESS OF SETTLEMENT**

19 Based on available data provided by Defendant, Plaintiff's counsel and its retained expert
20 estimated Defendant's realistic exposure for each claim to be as follows: \$43,934 (rest break
21 premiums); \$137,869.26 (meal break premiums); \$202,235.28 to \$303,386.27
22 (overtime/minimum wage: off the clock work); \$143,614.80 (unreimbursed business expenses);
23 \$332,334 (wage statement penalty); \$382,594.75 (waiting time penalty). (See Motion, p. 19:6-
24 18.) The foregoing amounts total in excess of \$1 million. The potential exposure amounts to an
25 excess of \$9 million.

1 Plaintiff's counsel then determined an appropriate range of recovery for settlement
2 purposes by offsetting Defendant's maximum theoretical liability by: the strength of the defenses
3 to the merits of Plaintiff's claims (e.g., Defendant's policies were legally compliant and any
4 failings were not willful); the risk of class certification being denied; the risk of losing at trial;
5 the chances of a favorable verdict being reversed on appeal; and the strong likelihood that, in line
6 with relevant appellate authority, the amount of PAGA penalties would be substantially reduced.
7 Taking the foregoing into account, Plaintiff's counsel determined that it would be reasonable to
8 settle for 9.5% of Defendant's maximum exposure.(Han Decl., ¶ 55.)

9 Considering the portion of the case's value attributable to uncertain penalties, claims that
10 could be difficult to certify for class treatment, and the multiple dependent contingencies that
11 Plaintiff would have had to overcome to prevail on the claims, the settlement achieves a good
12 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
13 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
14 in light of the statute's purposes.

15 Of course, the Court retains an independent right and responsibility to review the
16 requested attorney fees and award only so much as it determines to be reasonable. (See
17 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
18 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
19 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
20 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
21 reasonableness of a percentage fee through a lodestar calculation].)

22 VI. PROPOSED SETTLEMENT CLASS

23 Plaintiffs request that the following settlement class be provisionally certified:
24
25

1 [A]ll current any former hourly-paid or non-exempt employees of Defendants within the
2 State of California at any time during the Class Period and who did not sign an arbitration
3 agreement.

4 **A. Legal Standard for Certifying a Class for Settlement Purposes**

5 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
6 approving or denying certification of a provisional settlement class after [a] preliminary
7 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
8 class “when the question is one of a common or general interest, of many persons, or when the
9 parties are numerous, and it is impracticable to bring them all before the court”

10 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
11 (1) an ascertainable class and (2) a well-defined community of interest among the class
12 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
13 *Drug Stores*)). “Other relevant considerations include the probability that each class member
14 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
15 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
16 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
17 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
18 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

19 In the settlement context, “the court’s evaluation of the certification issues is somewhat
20 different from its consideration of certification issues when the class action has not yet settled.”
21 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
22 settlement-only context, the case management issues inherent in the ascertainable class
23 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
24 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
25

1 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
2 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

3 **B. Ascertainable Class**

4 A class is ascertainable “when it is defined in terms of objective characteristics and
5 common transactional facts that make the ultimate identification of class members possible when
6 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
7 (*Noel*.) A class definition satisfying these requirements

8 puts members of the class on notice that their rights may be adjudicated in the
9 proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the
10 consequences. This kind of class definition also advances due process by supplying a concrete
11 basis for determining who will and will not be bound by (or benefit from) any judgment.

12 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

13 “As a rule, a representative plaintiff in a class action need not introduce evidence
14 establishing how notice of the action will be communicated to individual class members in order
15 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
16 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
17 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
18 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
19 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
20 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
21 own account records. No more is needed.”].)

22 Here, the estimated 382 Class Members are readily identifiable based on Defendant’s
23 records, and the settlement class is appropriately defined based on objective characteristics. The
24 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

1 **C. Community of Interest**

2 The “community-of-interest” requirement encompasses three factors: (1) predominant
3 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
4 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
5 Cal.4th at pp. 326, 332.)

6 For the first community of interest factor, “[i]n order to determine whether common
7 questions of fact predominate the trial court must examine the issues framed by the pleadings
8 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
9 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
10 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
11 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
12 jointly tried, when compared with those requiring separate adjudication, are so numerous or
13 substantial that the maintenance of a class action would be good for the judicial process and to
14 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
15 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
16 common to all members of the class, a class will be certified even if the members must
17 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

18 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
19 Defendant’s wage and hour practices (and others) applied to the similarly-situated class
20 members.

21 As for the second factor,

22 The typicality requirement is meant to ensure that the class representative is able to
23 adequately represent the class and focus on common issues. It is only when a defense unique to
24 the class representative will be a major focus of the litigation, or when the class representative’s
25 interests are antagonistic to or in conflict with the objectives of those she purports to represent

1 that denial of class certification is appropriate. But even then, the court should determine if it
2 would be feasible to divide the class into subclasses to eliminate the conflict and allow the class
3 action to be maintained.

4 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal
5 citations, brackets, and quotation marks omitted.)

6 Like other members of the class, Plaintiff was employed by Defendant as non-exempt,
7 hourly-paid employees and alleges experienced the violations at issue. The anticipated defenses
8 are not unique to Plaintiff, and there is no indication that Plaintiff's interests are otherwise in
9 conflict with those of the class.

10 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
11 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
12 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
13 representative does not necessarily have to incur all of the damages suffered by each different
14 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
15 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
16 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
17 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
18 omitted.)

19 Plaintiff has the same interest in maintaining this action as any class member would
20 have. Further, Plaintiff have hired experienced counsel. Plaintiff has sufficiently demonstrated
21 adequacy of representation.

22 **D. Substantial Benefits of Class Certification**

23 "[A] class action should not be certified unless substantial benefits accrue both to
24 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
25 internal quotation marks omitted.) The question is whether a class action would be superior to

1 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
2 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
3 class action is proper where it provides small claimants with a method of obtaining redress and
4 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
5 120–121, internal quotation marks omitted.)

6 Here, there are an estimated 382 Class Members. It would be inefficient for the Court to
7 hear and decide the same issues separately and repeatedly for each class member. Further, it
8 would be cost prohibitive for each class member to file suit individually, as each member would
9 have the potential for little to no monetary recovery. It is clear that a class action provides
10 substantial benefits to both the litigants and the Court in this case.

11 12 **VII. NOTICE**

13 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
14 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
15 for class members to follow in filing written objections to it and in arranging to appear at the
16 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
17 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
18 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
19 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
20 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
21 3.766(e).)

22 Here, the notice describes the lawsuit, explains the settlement, and instructs Class
23 Members that they may opt out of the settlement (except for the PAGA component) or object.
24 The gross settlement amount and estimated deductions are provided, and Class members are
25 informed of their qualifying workweeks as reflected in Defendant’s records and are instructed

1 how to dispute this information. From Plaintiff's proposed order granting the preliminary
2 approval, Class Members will be given 60 days to dispute the amount of qualifying workweeks,
3 request exclusion from the class or submit a written objection to the settlement. The notice is
4 adequate.

5 Regarding appearances at the final fairness hearing, the notice shall be modified to
6 instruct class members as follows:

7 Although class members may appear in person, the judge overseeing this case encourages
8 remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.)
9 Class members who wish to appear remotely should contact class counsel at least three days
10 before the hearing if possible. Instructions for appearing remotely are provided at
11 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
12 and should be reviewed in advance. Class members may appear remotely using the Microsoft
13 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
14 number for Department 7.

15 Turning to the notice procedure, as articulated above, the parties have selected Apex as
16 the settlement administrator. No later than fourteen (14) days after preliminary approval,
17 Defendant will deliver the Class data (i.e., Class list and related qualifying workweeks and
18 contact information) to Apex. Apex, in turn, will mail the notice packet within fourteen (14)
19 days after receiving the Class data, subsequent to updating Class members' addresses using the
20 National Change of Address Database. Any returned notices will be re-mailed to any forwarding
21 address provided or a better address located through a skip trace or other search. Class members
22 who receive a re-mailed notice will have an additional 14 days to respond. These notice
23 procedures are appropriate and are approved.

24 **VIII. CONCLUSION**

25 Plaintiffs' motion for preliminary approval is GRANTED.

1 The final approval hearing shall take place on **March 5, 2026** at 1:30 in Dept. 7. The
2 following class is preliminarily certified for settlement purposes:

3 [A]ll current any former hourly-paid or non-exempt employees of Defendants within the
4 State of California at any time during the Class Period and who did not sign an arbitration
5 agreement.

6 The Case Management Conference scheduled for September 4, 2025, is VACATED.

7
8 IT IS SO ORDERED.

9 DATED: September 5, 2025


10 CHARLES F. ADAMS
11 Judge of the Superior Court