

F I L E D
San Diego Superior Court

FEB 20 2026

Clerk of the Superior Court
By: K. Mulligan, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 SHEYNIAM WALKER, as an individual, on
behalf of herself and all persons similarly
11 situated,

12 Plaintiff,

13 v.

14 JUNESHINE, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

15 Defendants.
16
17

Case No.: 25CU020896C

[Assigned for all purposes to the Honorable Blaine
K. Bowman, Department C-74]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF SHEYNIAM WALKER'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

[IMAGED FILE]

Date: February 20, 2026
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Blaine K. Bowman

[Filed concurrently with the Notice of Motion,
Memorandum of Points and Authorities, and the
Declarations of Nathan J. Reese, Sheyniah Walker,
and Sean Hartranft]

Complaint Filed: April 16, 2025
Trial Date: None set

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1 Plaintiff Sheyniah Walker’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and
2 PAGA Settlement with Defendant Juneshine, Inc., (“Defendant”) (collectively, the “Parties”) came before
3 this Court on February 20, 2026. The Court, having considered the Parties’ proposed Class Action and
4 PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for
5 Preliminary Approval, and all papers filed in support thereof,

6 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

7 1. This Order Granting Motion for Preliminary Approval of Class Action and PAGA
8 Settlement (“Preliminary Approval Order”) incorporates by reference all defined terms set forth in the
9 Settlement Agreement, which is attached as Exhibit ³ to the Declaration of Nathan J. Reese in Support of
10 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement, filed on January 27, 2026.
11 To the extent the terms used in this Preliminary Approval Order are defined in the Settlement Agreement,
12 the defined terms shall have the same meaning as set forth in the Settlement Agreement.

13 2. This Court has jurisdiction over the claims asserted in this Action and has personal
14 jurisdiction over Plaintiff, Defendant, and the Settlement Class.

15 3. The Court conditionally finds, for settlement purposes only, that the proposed Settlement
16 Class meets the requirements for certification under California Code of Civil Procedure section 382. The
17 Court provisionally certifies, for settlement purposes only, pursuant to California Code of Civil Procedure
18 section 382 and California Rules of Court, rule 3.764, the Settlement Class defines as follows:

19 All persons who were classified as non-exempt and performed work for
20 Juneshine, Inc. in California, who were directly employed by Juneshine,
21 Inc., during the period of April 16, 2021, through and including December
22 10, 2025.

23 The Class is further divided into the following subclass, which is provisionally certified as follows:

24 Waiting Time Sub-Class: All Class Members who separated from their
25 employment at any time during the Class Period.

26 4. Should for any reason the Settlement not become final, the fact that the Parties were willing
27 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in
28 connection with, the issue of whether a class should be certified in a non-settlement context.

5. Plaintiff Sheyniah Walker is hereby appointed and designated, for settlement purposes
only, as representative of the Class.

1 6. The following attorneys are hereby appointed and designated as counsel for Plaintiff and
2 the Class: Nathan J. Reese and Monique R. Rodriguez of ARCH Legal, P.C. (“Class Counsel”). The Court
3 conditionally finds that Class Counsel is qualified to serve as counsel for the Class. Class Counsel is
4 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be
5 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
6 Any Class Member may enter an appearance through counsel of such Class Member’s own choosing and
7 at such Class Member’s own expense. Any Class Member who does not enter an appearance or appear on
8 his or her own will be represented by Class Counsel.

9 7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable,
10 and adequate, and one that would ultimately merit final approval by this Court. The Court has reviewed
11 the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary
12 basis, that the Settlement is fair adequate, and reasonable as to all Class Members when balanced against
13 the potential outcomes of further litigation relating to liability and damages issues. The Court further finds
14 that the Settlement has been reached as the result of serious and non-collusive, arm’s-length negotiations
15 by the Parties.

16 8. A Final Approval Hearing shall be held before this Court, located at 330 West Broadway,
17 San Diego, California 92101, on October 2, 2026 at 8:30 a.m. ~~p.m.~~ in Department C-74, to
18 determine all necessary matters concerning the Settlement, including: whether the proposed Settlement of
19 the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement
20 Agreement, should be entered herein; whether the plan of allocation contained in the Settlement
21 Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to
22 finally approve the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Class
23 Representative Service Payment, the PAGA Payment, and the Administration Costs.

24 9. Plaintiff shall file her motion for final approval of the Settlement, including a request for
25 approval for the Class Representative Service Payment, the Class Counsel Fees Payment, the Class
26 Counsel Litigation Costs Payment, the PAGA Payment, and the Administration Costs no later than 16
27 court days prior to the Final Approval Hearing.

28 10. Within 14 calendar days of this Preliminary Approval Order, Defendant shall provide the

1 Administrator with the Class and PAGA Employee Data, consisting of each Class and PAGA Employee's
2 full name, last-known mailing address, Social Security number, dates of employment, number of
3 Workweeks worked during the Class Period, and number of Pay Periods worked during the PAGA Period.

4 11. The Court hereby approves, as to form and content, the Court Approved Notice of Class
5 Action and PAGA Action Settlement and Hearing Date for Final Court Approval ("Class Notice"),
6 attached as Exhibit A to the Settlement Agreement. The Court finds that distribution of the Class Notice,
7 substantially in the manner and form set forth in the Settlement Agreement and this Order, meets the
8 requirements of due process, is the best notice practicable under the circumstances, and will constitute due
9 and sufficient notice to all persons entitled thereto.

10 12. Counsel for the Parties are authorized to correct any typographical errors in the Class
11 Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do
12 not materially alter the substance of the documents.

13 13. The Court hereby appoints Apex Class Action, LLC, as the Administrator. The
14 Administrator shall administer the Settlement in accordance with the Settlement Agreement and this
15 Order.

16 14. The Court orders the Administrator to simultaneously mail or cause to be mailed to Class
17 Members the Class Notice by first class mail at their last known address within 14 calendar days of
18 receiving the Class Data from Defendant. The Administrator shall use the procedures and methods
19 outlined in the Settlement Agreement.

20 15. Any Class Member may dispute the number of Class Workweeks and/or PAGA Pay
21 Periods credited to them in the Class Notice. Class Members shall have 45 calendar days from the date of
22 mailing of the Class Notice in which to submit a written dispute as to the number of Class Workweeks
23 and/or PAGA Pay Periods credited to them.

24 16. Any Class Member may elect to be excluded from the class action portion of the Settlement
25 by submitting a timely written Request for Exclusion to the Administrator, as provided in the Settlement
26 Agreement and Class Notice. To be valid, all Requests for Exclusion must be post marked on or before
27 the Response Deadline. Class Members who do not submit a timely Request for Exclusion to the
28 Administrator shall be bound by the Settlement Agreement, all determinations of this Court, and final

1 judgment. PAGA Employees are bound by and cannot request to be excluded from the PAGA Settlement.

2 17. Any Class Member who does not submit a Request for Exclusion from the Settlement may
3 object to the Settlement or express his or her views regarding the Settlement and may present evidence,
4 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
5 the Court, as provided in the Settlement Agreement and Class Notice. All objections must be post marked
6 on or before the end of the Response Deadline. Any Class Member who does not make their objection at
7 or before the final approval hearing shall be deemed to have waived any such objection and shall be
8 foreclosed from objecting to the Settlement at a later date.

9 18. Within 14 calendar days of this Preliminary Approval Order, Defendant shall pay the first
10 installment of \$81,250.00 to the Administrator.

11 19. The Settlement is not a concession or admission and shall not be used against Defendant
12 or any of the Released Parties as an admission or indication with respect to any claim of any fault or
13 omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor
15 any reports or accounts thereof, shall in any event be:

- 16 a. Construed as, offered or admitted in evidence as, received as or deemed to be
17 evidence for any purpose adverse to Defendant or any of the Released Parties,
18 including, but not limited to, evidence of a presumption, concession, indication, or
19 admission by Defendant or any of the Released Parties of any liability, fault,
20 wrongdoing, omission, concession, or damage; or
- 21 b. Disclosed, referred to, or offered or received in evidence against Defendant or any
22 of the Released Parties in any further proceeding in the Action, or in any other civil,
23 criminal, or administrative action or proceeding, except for purposes of settling the
24 Action pursuant to the Settlement Agreement.

25 20. As of the date this Preliminary Approval Order is signed, all dates and deadlines associated
26 with the Action shall be stayed, other than those pertaining to the administration of the Settlement.

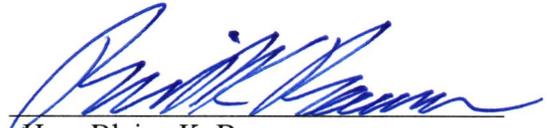
27 21. In the event the Settlement does not become effective in accordance with the terms of the
28 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to

1 become effective for any reason, this Preliminary Approval Order shall be rendered null and void and
2 shall be vacated and the Parties shall revert to their respective positions as of before entering into the
3 Settlement Agreement.

4 22. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
5 and all dates provided for in the Settlement Agreement without further notice to Class Members, and
6 retains jurisdiction to consider all further applications arising out of or connected with the proposed
7 Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: 2-20-24


11 Hon. Blaine K. Bowman
12 Judge of the Superior Court
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