

Filed  
March 3, 2026  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
20CV371719  
By: fbryant

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7 **SUPERIOR COURT OF CALIFORNIA**  
8 **COUNTY OF SANTA CLARA**  
9

10 BLADIMIR LOPEZ MILLAN on behalf of  
11 himself and all others similarly situated,

12 Plaintiff,

13 v.

14 BOUTON CONSTRUCTION, INC., a California  
15 corporation, and DOES 1 through 50, inclusive,

16 Defendants.

Case No. 20CV371719

ORDER RE: PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT

17 Plaintiff Bladimir Lopez Millan’s (“Plaintiff”) motion for preliminary approval of class  
18 action and PAGA settlement came on for hearing before the Honorable Theodore C. Zayner on  
19 February 18, 2026, at 9 a.m. in Department 19. The Court adopted its tentative ruling at the  
20 hearing, as follows.

21 **I. BACKGROUND**

22 According to the allegations of the operative First Amended Complaint (“FAC”),  
23 Plaintiff was employed by Defendant from July 2017 through June 15, 2020 in a non-exempt,  
24 hourly-paid position. (FAC, ¶ 13.) He alleges that Defendant failed to: pay all wages owed

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1 (including minimum and overtime wages); permit employees to take uninterrupted meal breaks  
2 or provide compensation in lieu of a compliant meal break; provide the rest periods to which  
3 employees were entitled, or provide compensation in lieu thereof; provide accurate and complete  
4 wage statements; timely pay all wages owed; and reimburse employees for necessary business  
5 expenses.

6 Based on the foregoing, Plaintiff initiated this action on October 19, 2020, and filed the  
7 operative First Amended Complaint (“FAC”) on February 3, 2021, asserting the following  
8 causes of action: (1) failure to pay lawful wages; (2) failure to provide lawful meal periods or  
9 compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu  
10 thereof; (4) failure to timely pay wages; (5) failure to reimburse employee expenses; (6) knowing  
11 and intentional failure to comply with itemized employee wage statements; (7) violations of  
12 unfair competition law; and (8) PAGA.

13 Plaintiff now seeks an order: preliminarily approving the parties’ class action and PAGA  
14 settlement; conditionally certifying the Class for settlement purposes; ordering the proposed  
15 Class notice be sent to the settlement Class; appointing Apex Class Action LLC (“Apex”) as the  
16 settlement administrator; provisionally appointing Plaintiff as Class representative; appointing  
17 James R. Hawkins, Isandra Fernandez, and Anthony Draper of James Hawkins APLC as Class  
18 counsel; and scheduling a final 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

1 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),  
2 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th  
3 260.)

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

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

12 In general, the most important factor is the strength of the plaintiffs’ case on the merits,  
13 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)  
14 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and  
15 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91  
16 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the  
17 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
18 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
19 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation  
20 marks omitted.) The trial court also must independently confirm that “the consideration being  
21 received for the release of the class members’ claims is reasonable in light of the strengths and  
22 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168  
23 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be  
24 “provided with basic information about the nature and magnitude of the claims in question and  
the basis for concluding that the consideration being paid for the release of those claims  
represents a reasonable compromise.” (*Id.* at pp3130, 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) \_\_\_U.S.\_\_\_, 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

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-  
2 CV-02198-EMC) 2016 WL 5907869, at \*8–9.)

### 3 **III. SETTLEMENT PROCESS**

4 Prior to the initiation of this lawsuit, Plaintiff’s counsel conducted significant  
5 investigation into the facts of the case and applicable law. During the course of this action, the  
6 parties engaged in formal and informal discovery, through which Plaintiff obtained hundreds of  
7 pages of information, including timecard records and wage reports of putative Class members,  
8 Class data and random samples of time records, wage statements, and information regarding the  
9 number of non-exempt employees during the relevant time-period. Plaintiff’s counsel utilized  
10 expert analysis of the timekeeping records and payroll data to calculate Defendant’s maximum  
11 liability.

12 On December 2, 2024, the parties participated in mediation with Daniel Turner, Esq., an  
13 experienced class action mediator. The parties were unable to reach a settlement at the  
14 conclusion of the session, but continued to make good faith efforts, with Mr. Turner’s assistance,  
15 to resolve the action.

16 On October 27, 2025, the parties participated in a second mediation with Mr. Turner.  
17 While the session did not conclude with settlement, it did ultimately lead to an accepted  
18 mediator’s proposal and settlement in principle on October 30, 2025. Thereafter, the parties  
19 exchanged multiple drafts of the proposed settlement agreement, reaching a final agreement as to  
20 form and executing the resulting document on December 2, 2025.

### 21 **IV. SETTLEMENT PROVISIONS**

22 The non-reversionary gross settlement is \$825,000. Attorney’s fees of up to \$288,750 (or  
23 35% of the gross settlement), litigation costs up to \$40,000 and administrative costs not to

1 exceed \$8,000 will be paid from the gross settlement. \$50,000 will be allocated to PAGA  
2 penalties, 75% of which (\$37,500) will be paid to the LWDA, with the remaining 25% (\$12,500)  
3 dispensed, on a pro rata basis, to “Aggrieved Employees,” who are defined as “all current and  
4 former non-exempt hourly employees employed by Defendant in California during [October 19,  
5 2019 through October 27, 2025].” Plaintiff will seek a service award payment not to exceed  
6 \$10,000.

7 The net settlement amount- estimated to be \$428,250.750- will be allocated to members  
8 of the “Class,” who are defined as “all current and former hourly, non-exempt hourly employees  
9 employed by Defendant in California during [October 19, 2016 to October 27, 2025],” on a pro  
10 rata basis based on the number of weeks worked during the foregoing period. For tax purposes,  
11 settlement payments will be allocated 25% to wages and 75% to non-wages (i.e., interest and  
12 penalties). According to the parties’ agreement, funds associated with checks uncashed after 180  
13 days will be deposited with Legal Aid At Work as the *cy pres* recipient consistent with Code of  
14 Civil Procedure section 384, subdivision (b).

15 In exchange for settlement, Class members who do not opt out will release:

16 [A]ny and all claims, demands, causes of action, rights, liabilities, or damages of  
17 every kind and nature, known or unknown, suspected or unsuspected, arising  
18 during the Class Period and relating to the allegations in the Action, including: (a)  
19 all claims that were, or reasonably could have been, alleged based on the facts  
20 contained in the First Amended Complaint; and (b) any and all wage-and-hour or  
21 related statutory, regulatory, or common-law claims that could have been asserted  
22 based on the same facts, matters, transactions, or occurrences alleged therein,  
23 including claims premised on any duties or rights under California Labor Code  
24 sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174, 1194, 1197,  
1198, 1199, 2699, and 2802; California Code of Regulations, Title 8, section  
11060 et seq., and any other applicable Industrial Welfare Commission (“IWC”)  
Wage Orders; and Business and Professions Code sections 17200 through 17208.

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

1  
2 [A]ll claims to recover civil penalties pursuant to the Private Attorneys General  
3 Act of 2004 (“PAGA”) for alleged violations of the California Labor Code during  
4 the PAGA Period that were alleged, or reasonably could have been alleged, in the  
5 PAGA Notice that Plaintiff submitted to the California Labor and Workforce  
6 Development Agency (“LWDA”) or in the First Amended Complaint filed in this  
7 Action. The release includes all PAGA claims premised on alleged violations of  
8 Labor Code sections 200, 201, 202, 203, 221, 225, 226, 226.7, 510, 512, 1174,  
9 1194, 1197, 1198, 1199, 2699, and 2802, which are resolved by this Settlement.

10 The foregoing releases are appropriately tailored to the allegations at issue.

11 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

## 12 **V. FAIRNESS OF SETTLEMENT**

13 Based on the data provided by Defendant, Plaintiff’s counsel and his retained expert  
14 estimated Defendant’s maximum exposure for each claim to be as follows: \$1,063,340 (failure to  
15 pay wages for all hours worked); \$3,448,874 (meal period claim); \$3,496,558 (rest break claim);  
16 \$0 (expense reimbursement claim); \$1,085,760 (failure to timely pay ages at separation);  
17 \$964,000 (failure to provide accurate itemized wage statements); \$0 (UCL claim); and  
18 \$1,046,300 (PAGA penalties).

19 Counsel then determined an appropriate range of recovery for settlement purposes by  
20 offsetting Defendant’s maximum theoretical liability by the multiple, dependent contingencies  
21 Plaintiff would have to overcome in order to prevail on his claims, including: (i) the strength of  
22 Defendant’s defenses; (ii) the risk of certification being denied; (iii) the risk of losing at trial or  
23 prevailing on only some claims; and (vi) the chances the Court exercises its discretion to reduce  
24 PAGA penalties (e.g., 80%-90%). Taking the foregoing into account, Plaintiff’s counsel, for the  
purposes of settlement, valued Plaintiff’s claims at amounts between 1%-15% of the maximum  
liability.

1           Considering the portion of the case’s value attributable to uncertain penalties, claims that  
2 could be difficult to certify for class treatment and the multiple, dependent contingencies that  
3 Plaintiff would have had to overcome to prevail on his claims, the settlement achieves a good  
4 result for the Class. For purposes of preliminary approval, the Court finds that the settlement is  
5 fair and reasonable to the Class, and the PAGA allocation is genuine, meaningful, and reasonable  
6 in light of the statute’s purposes.

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

## 14           **VI. PROPOSED SETTLEMENT CLASS**

15           Plaintiff requests that the following settlement class be provisionally certified:

16           All current and former hourly, non-exempt hourly employees employed by  
17 Defendant in California during October 19, 2016 to October 27, 2025.

### 18           **A. Legal Standard for Certifying a Class for Settlement Purposes**

19  
20           Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order  
21 approving or denying certification of a provisional settlement class after [a] preliminary  
22 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a  
23



1 class “when the question is one of a common or general interest, of many persons, or when the  
2 parties are numerous, and it is impracticable to bring them all before the court ....”

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

12 In the settlement context, “the court’s evaluation of the certification issues is somewhat  
13 different from its consideration of certification issues when the class action has not yet settled.”  
14 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the  
15 settlement-only context, the case management issues inherent in the ascertainable class  
16 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*  
17 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or  
18 overbroad class definitions require heightened scrutiny in the settlement-only class context, since  
19 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

## 20 **B. Ascertainable Class**

21 A class is ascertainable “when it is defined in terms of objective characteristics and  
22 common transactional facts that make the ultimate identification of class members possible when  
23

1 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980  
2 (*Noel*.) A class definition satisfying these requirements

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

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

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

18 Here, the estimated 241 Class members are readily identifiable based on Defendant’s  
19 records, and the settlement class is appropriately defined based on objective characteristics. The  
20 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

### 21 **C. Community of Interest**

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

1  
2 For the first community of interest factor, “[i]n order to determine whether common  
3 questions of fact predominate the trial court must examine the issues framed by the pleadings  
4 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*  
5 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict  
6 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*  
7 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be  
8 jointly tried, when compared with those requiring separate adjudication, are so numerous or  
9 substantial that the maintenance of a class action would be good for the judicial process and to  
10 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105  
11 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts  
12 common to all members of the class, a class will be certified even if the members must  
13 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

14 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from  
15 Defendant’s wage and hour practices (and others) applied to the similarly situated class  
16 members.

17 As for the second factor,

18 The typicality requirement is meant to ensure that the class representative is able  
19 to adequately represent the class and focus on common issues. It is only when a  
20 defense unique to the class representative will be a major focus of the litigation,  
21 or when the class representative’s interests are antagonistic to or in conflict with  
22 the objectives of those she purports to represent that denial of class certification is  
23 appropriate. But even then, the court should determine if it would be feasible to  
24 divide the class into subclasses to eliminate the conflict and allow the class action  
to be maintained.

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

3 Like other members of the class, Plaintiff was employed by Defendant as a non-exempt,  
4 hourly-paid employee and alleges that he experienced the violations at issue. The anticipated  
5 defenses are not unique to Plaintiff, and there is no indication that Plaintiff’s interests are  
6 otherwise in conflict with those of the class.

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

16 Plaintiff has the same interest in maintaining this action as any Class member would  
17 have. Further, he has hired experienced counsel. Plaintiff has sufficiently demonstrated  
18 adequacy of representation.

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

20 “[A] class action should not be certified unless substantial benefits accrue both to  
21 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,  
22 internal quotation marks omitted.) The question is whether a class action would be superior to  
23 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of

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

5 Here, there are an estimated 241 class members. It would be inefficient for the Court to  
6 hear and decide the same issues separately and repeatedly for each class member. Further, it  
7 would be cost prohibitive for each class member to file suit individually, as each member would  
8 have the potential for little to no monetary recovery. It is clear that a class action provides  
9 substantial benefits to both the litigants and the Court in this case.

## 10 VII. NOTICE

11 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule  
12 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures  
13 for class members to follow in filing written objections to it and in arranging to appear at the  
14 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining  
15 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of  
16 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class  
17 members; (5) The resources of the parties; (6) The possible prejudice to class members who do  
18 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule  
19 3.766(e).)

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

1 how to dispute this information. Class members are given 45 days to dispute the amount of  
2 qualifying workweeks, request exclusion from the class or submit a written objection to the  
3 settlement. The form of notice is adequate.

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

13 **VIII. CONCLUSION**

14 Plaintiff's motion for preliminary approval is GRANTED.

15 The final approval hearing shall take place on August 19, 2026 at 1:30 in Dept. 19. The  
16 following class is preliminarily certified for settlement purposes:

17 All current and former hourly, non-exempt hourly employees employed by  
18 Defendant in California during October 19, 2016 to October 27, 2025.

19  
20 Date: March 2, 2026

  
21 \_\_\_\_\_  
22 The Honorable Theodore C. Zayner  
23 Judge of the Superior Court