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Filed 5/19/26
STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

6 Attorneys for Plaintiff JAKLIN ISHOUFAR and
7 AMBER SULLIVAN on behalf of themselves
8 and all others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN JOAQUIN - STOCKTON COURTHOUSE**

11 JAKLIN ISHOUFAR, an individual, and
12 AMBER SULLIVAN, an individual on behalf of
13 themselves and all others similarly situated,

14 Plaintiffs,

15 v.

16 GOODWILL INDUSTRIES OF SAN
17 JOAQUIN VALLEY, INC., a California
18 corporation; and DOES 1 to 10, inclusive,

19 Defendants.

CLASS ACTION

Case No.: STK-CV-UOE-2023-0002777

Honorable Barbara Kronlund
Dept: 10D

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: 5/19/26
Time: 9:00
Dept.: 10D

MAR 30 2026

BY FAX

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[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

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2 On 5/19/22, the Court conducted a hearing on the unopposed Motion
3 for Preliminary Approval of Class Action and PAGA Settlement Agreement filed by named
4 Plaintiffs Jaklin Ishoufar and Amber Sullivan (“Plaintiffs”) on behalf of themselves and all others
5 similarly situated.

6 The Court has reviewed and considered the Memorandum of Points and Authorities in
7 support of the Motion, the Declaration of Counsel and the exhibits in support of the Motion,
8 including the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or
9 “Settlement”) between Plaintiffs and Defendant Goodwill Industries of San Joaquin Valley, Inc.
10 (“Defendant”) (Plaintiffs and Defendant shall be referred to collectively as the “Parties”).

11 This Order hereby incorporates by reference the definitions in the Settlement Agreement
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
19 the requirements for preliminary approval, subject only to any objections that may be raised
20 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
21 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the probable outcome of further litigation, given the risks relating to liability
23 and damages. It further appears that extensive investigation and research have been conducted
24 such that counsel for the Parties at this time are reasonably able to evaluate their respective
25 positions. It further appears to the Court that the Settlement at this time would avoid substantial
26 additional costs by all Parties, as well as the delay and risks that would be presented by the
27 further prosecution of the Action. It appears the Settlement has been reached as a result of
28 intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5 All persons employed by Defendant in California as non-exempt employees at any point
6 from March 22, 2019, through December 31, 2025 (the “Settlement Period”). It shall be
7 an opt-out class.

8 3. The Court further finds the PAGA allocation in the Settlement Agreement is fair,
9 adequate and reasonable, and approved the following representative group of Aggrieved
10 Employees as governed by the Settlement Agreement with respect to the representative PAGA
11 claim:

12 All persons employed by Defendant in California as non-exempt employees at any point
13 from October 21, 2023, through December 31, 2025 (the “PAGA Period”).

14 4. The Court further finds that the moving papers presented for the Court’s review
15 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
16 options available to the Class, including the ability of the Class Members to opt-out or submit a
17 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
18 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
19 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
20 Plaintiffs have submitted to the Court a proposed Class Notice.

21 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

22 1. The Court hereby preliminarily approves the proposed Settlement upon the
23 terms, conditions, and all release language set forth in the Settlement Agreement.

24 2. The Court conditionally certifies and approves, for settlement purposes only, the
25 Class described above.

26 3. For the purposes of this Settlement, Emil Davtyan, Esq., David Yeremian, Esq.,
27 Arsiné Grigoryan, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq., and the other attorneys of
28 D.Law, Inc. (“Class Counsel”) are hereby preliminarily appointed as Class Counsel and shall

1 represent the Class Members in this Action.

2 4. For the purposes of this Settlement, Plaintiffs Jaklin Ishoufar and Amber Sullivan
3 are hereby preliminarily appointed as the Class Representatives for the Class.

4 5. The Court preliminarily approves Apex Class Action Administration as the
5 Administrator. The procedures for paying the Administration Expense Payment, as set forth in
6 the Settlement Agreement, are approved. Apex Class Action Administration is directed to
7 perform all responsibilities of the Administrator as set forth in the Settlement Agreement. Once
8 entered, Apex Class Action Administration, will also post the Judgment in this matter on its
9 website.

10 6. The Court hereby preliminarily approves, as to form and content, the Class
11 Notice, attached as Exhibit A to the Settlement Agreement, which is attached as Exhibit I to the
12 Declaration of Marta Manus in Support of Plaintiffs' Motion for Preliminary Approval of Class
13 Action and PAGA Settlement. The Class Notice will be translated into Spanish. The Court finds
14 that the dates and procedure for mailing and distributing the Class Notice in the manner set forth
15 in Paragraph 7 of this Order meet the requirements of due process and are the best notice
16 practicable under the circumstances and shall constitute due and sufficient notice to all persons
17 entitled thereto.

18 7. The Court directs the mailing of the Court-approved Class Notice via first class
19 mail to the Class Members in accordance with the schedule and procedures set forth in the
20 Settlement Agreement.

- 21 a. Within fifteen (15) calendar days of the date of preliminary approval of this
22 Settlement, Defendant shall provide to the Administrator the Class Data; and
23 b. Within seven (7) calendar days of receiving the Class Data from Defendant
24 the Administrator shall mail by First-Class United States mail the Class
25 Notice to each Class Member. The Administrator shall conduct a National
26 Change of Address database search before mailing and will also use the most
27 recent address available to the Administrator for mail delivery. Any returned
28 mail with a forwarding address from the U.S. Postal Service shall be

1 promptly re-mailed to the new address. The Administrator shall perform a
2 skip trace search for a new address for any returned mail without a
3 forwarding address.

4 8. The procedures for Class Members to opt-out by submitting a Request for
5 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
6 for Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of
7 the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the
8 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
9 Class Member.

10 9. The procedures for Class Members to object to the Settlement, as set forth in the
11 Class Notice and Settlement Agreement, are approved. The time for Class Members to object to
12 the Settlement shall be sixty (60) days after the date of the first mailing of the Class Notices.
13 This date shall be extended by fourteen (14) calendar dates if the Class Notice is returned as
14 undeliverable and remailed to a correct or forwarding address of a Class Member. Class
15 Members may appear at the Final Approval Hearing, on their own or through a counsel retained
16 at their expense, to present their objection, whether or not they submitted a prior written
17 objection as provided in the Settlement Agreement.

18 10. The procedures for Class Members to dispute the number of Workweeks and/or
19 PAGA Pay Periods worked, as set forth in the Class Notice and Settlement Agreement, are
20 approved. The time for Class Members to submit a Workweek and or PAGA Pay Period dispute
21 shall be sixty (60) days after the date of the first mailing of the Class Notices. This date shall be
22 extended by fourteen (14) calendar dates if the Class Notice is returned as undeliverable and
23 then remailed to a correct or forwarding address of a Class Member.

24 11. The Court hereby preliminarily approves the definition and disposition of the
25 Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the
26 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
27 the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the
28 Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,

1 Defendant shall be required to pay only the Gross Settlement Amount in the total amount of
 2 \$1,575,000.00 plus the employer's share of taxes due as a result of this Settlement on a non-
 3 reversionary basis that covers all payments to Class Members. Additional proposed
 4 disbursements are as follows:

5	6	Class Counsel Fees Payment	Up \$551,250.00 (35% of the Gross Settlement Amount)
7	8	Class Counsel Litigation Expenses Payment	Up to \$30,000
9	9	Administration Costs	Not to exceed \$17,500
10	10	Class Representative Service Payments	\$10,000 to Plaintiff Jaklin Ishoufar and \$5,000 to Plaintiff Amber Sullivan (\$15,000 total)
11	11	PAGA Penalties	\$63,000 (\$40,950 to LWDA; \$22,050 to Aggrieved Employees)
12	12		
13	13		

14 12. A Final Approval Hearing (the "Hearing") shall be held on 9/22/26
 15 at 9:00 AM before the Honorable Barbara Kronlund in Department 10D of the Stockton
 16 County Superior Court. The purpose of such Hearing will be to: (a) determine whether the
 17 proposed Settlement should be finally approved by the Court as fair, reasonable and adequate;
 18 (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and
 19 amount to be awarded; (c) determine the reasonableness of the Class Representatives' Service
 20 Payments requested for the Class Representatives and amount to be awarded; and (d) order
 21 entry of Judgment in the Class Action, which shall constitute a complete release and bar with
 22 respect to the Released Class Claims and Released PAGA Claims.

23 13. Class Counsel shall file and serve all papers in support of the Motion for Final
 24 Approval and any application for reimbursement of attorneys' fees and costs, including any
 25 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the
 26 Final Approval Hearing.

27 14. The Court reserves the right to continue the date of the Final Approval Hearing
 28 without further notice to the Class Members and retains jurisdiction to consider all further

1 applications arising out of or connected with the proposed Settlement. However, Class Counsel
2 or the Administrator will give notice to any objecting party of any continuance of the Final
3 Approval Hearing.

4 15. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 16. In the event: (i) the Court does not finally approve the Settlement as
7 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
8 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
10 Settlement does not become final for any other reason, the Settlement and any related Class
11 shall be null and void and any order or judgment entered by this Court in furtherance of the
12 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
13 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
14 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
15 in all respects as if no Class had been certified and the Settlement Agreement had not been
16 executed.

17 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
18 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
19 with the negotiation, execution or implementation of the Settlement, shall be admissible in
20 evidence for any reason except as provided in the Settlement Agreement and all amendments
21 thereto. The Court has made no findings on the merits, and the Defendant has denied the
22 allegations in the operative complaint.

23 18. The Court hereby preliminarily approves the PAGA portion of the settlement.


24 19. The Court reserves exclusive and continuing jurisdiction over the Action, the
25 Class Representatives, the Class Members, and Defendant for purposes of supervising the
26 implementation, enforcement, construction, administration, and interpretation of the Settlement
27 Agreement pursuant to Code of Civil Procedure section 664.6.

28 20. The Court hereby orders the Parties and the Administrator to carry out their

1 duties and obligations in accordance with the terms of the Settlement Agreement.

2 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

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4 Dated: 5/19/26

5 
6 Honorable ~~Barbara Kronlund~~
7 Judge of the Superior Court

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