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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MAHOGANEE DAVIS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CAREER NETWORKS INSTITUTE, INC., a
California corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2024-01389974-CU-OE-CXC

*[Assigned for All Purposes to the Hon. Layne
H. Melzer, Dept. CX-102]*

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

Preliminary Approval Hearing:

Date: June 4, 2026

Time: 2:00 p.m.

Dept.: CX-102

Court Reservation No. 74705803

Action Filed: March 28, 2024

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Mahoganee Davis’s (“Plaintiff”) Motion for Preliminary
3 Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of John G. Yslas,
4 Plaintiff’s declaration, the Declaration of Courtney M. Miller, and the Amended Class Action
5 and PAGA Settlement Agreement (“Settlement Agreement”), and good cause appearing, the
6 Court finds and orders as follows:

7 1. All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate and reasonable, and in the best interests of the Class Members and therefore
11 meets the requirements for preliminary approval. The Court grants preliminary approval of
12 the Settlement and the Settlement Class based on the terms set forth in the Class Action and
13 PAGA Settlement Agreement between Plaintiff and Defendant Career Networks Institute, Inc.
14 (“Defendant”), attached to the Declaration of Courtney M. Miller in Support of Plaintiff’s
15 Motion for Preliminary Approval of Class Action and PAGA Settlement [ROA No. 90] as
16 **Exhibit 2.**

17 3. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the Final Approval Hearing and final
20 approval by this Court. The Court notes that Defendant has agreed to create a common fund
21 of \$825,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
22 (b) an \$80,000.00 allocation toward civil penalties under the Labor Code Private Attorneys
23 General Act of 2004 (“PAGA”), 75% of which (\$60,000.00) will be paid to California’s Labor
24 & Workforce Development Agency (“LWDA”) and 25% of which (\$20,000.00) will be paid to
25 Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00 to
26 Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed one third (1/3) of the Gross
27 Settlement Amount (currently \$275,000.00), and up to \$30,000.00 in costs for actual litigation
28 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to

1 \$7,500.00.

2 4. The Court preliminarily finds that the terms of the Settlement appear to be
3 within the range of possible approval, pursuant to California Code of Civil Procedure § 382
4 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is
5 fair and reasonable to the Class Members when balanced against the probable outcome of
6 further litigation relating to class certification, liability and damages issues, and potential
7 appeals; (2) significant informal discovery, investigation, research, and litigation have been
8 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
9 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
10 that would be presented by the further prosecution of the litigation; and (4) the proposed
11 Settlement has been reached as the result of intensive, serious, and non-collusive negotiations
12 between the Parties with the assistance of a well-respected class action mediator. Accordingly,
13 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

14 5. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the
16 settlement of claims for penalties under the California Private Attorneys General Act, and the
17 Class Representative Service Payment should be finally approved as fair, reasonable and
18 adequate as to the members of the Class is hereby set in accordance with the Implementation
19 Schedule set forth below.

20 6. The Court provisionally certifies for settlement purposes only the following
21 class (the "Class"): "all current and former hourly, non-exempt employees who were
22 employed by Defendant, either directly or through any predecessor, successor, assign,
23 subsidiary, staffing agency, or professional employer organization, in the State of California
24 during the Class Period."

25 7. "Class Period" means the period from October 2, 2019, to March 11, 2025.

26 8. "Aggrieved Employees" means all current and former hourly, non-exempt
27 employees employed by Defendant in the State of California during the PAGA Period.

28 9. "PAGA Period" means the period from March 29, 2023, to March 11, 2025.

1 10. The Court finds, for settlement purposes only, that the Settlement Class meets
2 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
3 the Settlement Class Members are so numerous that joinder is impractical; (2) there are
4 questions of law and fact that are common, or of general interest, to all Settlement Class
5 Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the
6 claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and
7 adequately protect the interests of the Settlement Class Members; and (5) a class action is
8 superior to other available methods for the fair and efficient adjudication of the controversy.

9 11. The Court appoints as Class Representative, for settlement purposes only,
10 Plaintiff Mahoganee Davis. The Court further preliminarily approves Plaintiff’s ability to
11 request an incentive award up to \$10,000.00.

12 12. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
13 Zinoeyev, John Brown, Emily Borman, Courtney M. Miller, and Gabriella Solé of Wilshire
14 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel’s
15 ability to request attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount
16 (currently \$275,000.00), and costs not to exceed \$30,000.00.

17 13. The Court appoints Apex Class Action Administration as the Settlement
18 Administrator with reasonable administration costs estimated not to exceed \$7,500.00.

19 14. The Court approves, as to form and content the Class Notice, attached to the
20 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
21 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
22 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
23 thereto.

24 15. The Parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

26 16. Any Class Member who does not timely and validly request exclusion from the
27 Settlement may object to the Settlement Agreement.

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1 17. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to Workweeks or PAGA Pay Periods, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Administrator Declaration: Last day for the Administrator to provide counsel with a Declaration in Support of the Motion for Final Approval	14 days before the last day to file the Motion for Final Approval of Settlement
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	October 1, 2026, at 2:00 p.m. in Dept. CX-102 of the above-referenced Court.

26 18. Before mailing Class Notices, the Administrator shall update the Class Member
27 addresses using the National Change of Address database.

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