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Attorneys for Plaintiff MEGAN FINDLAY
on behalf of herself and others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU
YREKA BRANCH

JUN 11 2026

BY: AC
DEPUTY CLERK

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

MEGAN FINDLAY, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SISKIYOU OPPORTUNITY CENTER, a
California nonprofit corporation; SISKIYOU
OPPERTUNITY CENTER, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV12129

CLASS ACTION

Assigned for All Purposes To:
Hon. Kendall Hannon
Department: 2

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

*[filed concurrently with Supplemental Declaration
of Enoch J. Kim]*

Date: June 11, 2026
Time: 9:30 a.m.
Dept.: 2

Original Complaint Filed: October 7, 2024
First Amended Complaint Filed: December 11, 2024
Trial Date: None Set

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Siskiyou
06/04/2026 at 04:36:53 PM
By: Elin Fisher, Deputy Clerk

1 **ORDER**

2 Plaintiff Megan Findlay (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendant Siskiyou Opportunity Center (“Defendant”) (collectively, “the Parties”),
4 filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement
5 Agreement (“Motion”). The Motion was set for hearing on June 11, 2026, at 9:30 a.m. in Department
6 2 of the Siskiyou County Superior Court located at 411 Fourth Street, Yreka, California 96097. The
7 Court, having considered the Amended Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement”) and the proposed Court Approved Notice of Class Action Settlement and Hearing Date
9 for Final Court Approval (“Class Notice”) (attached as **Exhibit A** to the Settlement Agreement (which
10 is attached as **Exhibit 1** to the Supplemental Declaration of Enoch J. Kim (“Kim Decl.”)), the
11 submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

12 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement,
13 which is attached as **Exhibit 1** to the Supplemental Declaration of Enoch J. Kim, is GRANTED;

14 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
15 all terms defined therein will have the same meaning as in this Order;

16 3. The Court conditionally certifies the Class consisting of all persons employed by
17 Defendant in California and classified as a non-exempt hourly employee who worked for Defendant
18 during the Class Period, which is the period from October 7, 2020 through May 31, 2025. (Kim Decl.,
19 Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

20 4. The class action settlement contemplated by the Settlement Agreement is preliminarily
21 approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be
22 fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could
23 ultimately be granted final approval by the Court.

24 5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the
25 ascertainability and numerosity requirements; (ii) the commonality requirement because, in the
26 absence of class certification and settlement, each individual Class Member would have to litigate
27 core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations
28 asserted in the action; (iii) the typicality requirement because Plaintiff and Class Members’ claims all

1 arise from the same alleged events and course of conduct and are based on the same legal theories;
2 and (iv) the adequacy of representation requirement because Plaintiff has the same interests as all
3 members of the Class, and they are represented by experienced and competent counsel. The Court
4 further finds, preliminarily and for settlement purposes only, that common issues predominate over
5 individual issues in this litigation and that class treatment is superior to the other means of resolving
6 this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of D.Law, Inc. as Class Counsel, Plaintiff Megan Findlay as Class
9 Representative, and Apex Class Action Administration (“Apex”) as the Administrator. Class Counsel
10 is authorized to act on behalf of the Class Members with respect to all acts or consents required by or
11 which may be given pursuant to the Settlement Agreement and such other acts reasonably necessary
12 to consummate the Settlement. The Administrator is authorized to perform such acts as set forth in
13 this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice, attached as **Exhibit A** to the Settlement Agreement, which is
19 attached as **Exhibit 1** to the Supplemental Declaration of Enoch J. Kim, advises the Class of the
20 material terms and provisions of the Settlement, the procedure for approval thereof, and their rights
21 with respect thereto, and is approved as to form and content. The Court approves the procedures set
22 forth in the Settlement Agreement for Class Members to participate in, opt out of, and object to the
23 Settlement as set forth in the Class Notice.

24 9. The Class Notice will be sent by first-class mail to the Class Members in accordance
25 with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and
26 distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet
27 the requirements of due process and provide the best notice practicable under the circumstances, and
28 will constitute due and sufficient notice to all persons entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded (“Request for Exclusion”) from the Class
3 portion of the Settlement by the deadlines set forth in the Class Notice. Any Class Member who does
4 not submit a timely Request for Exclusion from the Class portion of the Settlement consistent with
5 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the terms
6 of the Settlement Agreement.

7 11. Class Members may object to the Class portion of the Settlement, including contesting
8 the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment, Administration Expenses Payment, and/or Class
10 Representative Service Payment. Class Members may send written objections to the Administrator,
11 by fax, email, or mail, by the deadline set forth in the Class Notice. Class Members may also appear
12 in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at
13 the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement, Class
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel for
16 attorneys’ fees and reasonable expenses incurred in connection with this Action, Class Representative
17 Service Payment to Plaintiff for her services in this Action, and Administration Expenses Payment to
18 the Administrator should be approved as fair, reasonable, and adequate as to the Class and whether
19 the Settlement should be given final approval is scheduled on: 4/19, 2026 at 9:30 am
20 __.m. Plaintiff shall file a motion for final approval of the Settlement no later than 16 court days prior
21 to the Final Approval Hearing.

22 13. The Settlement Agreement will not be construed as an admission or evidence of either
23 liability or the appropriateness of class certification in the non-settlement context, as more specifically
24 set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of
25 Defendant to oppose certification of a class in this action should the proposed Settlement not be
26 granted final approval. If, for any reason, the Court does not grant final approval of the Settlement,
27 all evidence and proceedings held in connection therewith shall be without prejudice to the status quo
28 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

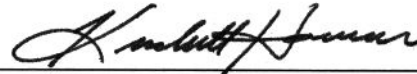
1 14. All further proceedings in this action are stayed except such proceedings necessary to
2 review, approve, and implement this Settlement.

3 15. The Court finds that all required notifications and submissions to the California Labor
4 and Workforce Development Agency (“LWDA”) about the Settlement Agreement and Motion have
5 been made by Plaintiff in the time and manner specified under PAGA.

6 **IT IS SO ORDERED.**

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8 Dated: 6/11, 2026



Honorable Kendall Hannon
Judge of the Superior Court

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