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Attorneys for Plaintiff, BRANDIE RENE DAVIS
SIMMONDS, on behalf of herself and
all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ANGELES - SPRING STREET COURTHOUSE

BRANDIE RENE DAVIS SIMMONDS, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

ANGELES COLLEGE., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV32991

[Assigned to the Hon. Elihu M. Berle in Dept.
6]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONALLY
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES**

1 The Court, having considered the Motion of plaintiff Brandie Rene Davis Simmonds
2 (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),
4 the Declarations of Zachary T. Chrzan, Brian Zaghi, Plaintiff, and Sean Hartranft, the Memorandum
5 of Understanding entered into by the Parties, the proposed Settlement, the proposed Notice of Class
6 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), and other
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS THAT:**

8 1. The definitions set out in the Settlement are incorporated by reference into this Order;
9 all terms defined therein shall have the same meaning in this Order.

10 2. The Court certifies the following class (“Class” or “Class Members”) for the purpose
11 of settlement only: all current and former employees of Defendant who worked for Defendant in a
12 non-exempt position in California from December 13, 2020 through February 20, 2026 (“Class
13 Period”).

14 3. The Court finds, for settlement purposes only, that the requirements of Code of Civil
15 Procedure section 382 are satisfied, including numerosity, commonality, typicality, adequacy of
16 representation, and superiority of a class action as a means of resolving the claims asserted in this
17 Action.

18 4. “Workweek” means any week during which a Class Member was employed by and
19 worked for Defendants in a non-exempt, hourly paid position in California, during the Class Period,
20 based on hire dates, re-hire dates, and termination dates (as applicable).

21 5. The Court preliminarily appoints the named Plaintiff, BRANDIE RENE DAVIS
22 SIMMONDS, as Class Representative, and Zachary T. Chrzan and Brian Zaghi of Zaghi & Chrzan,
23 LLP as Class Counsel.

24 6. The Court preliminarily approves the proposed class settlement upon the terms and
25 conditions set forth in the Settlement. The Court finds, on a preliminary basis, that the settlement
26 appears to be within the range of reasonableness of settlement that could ultimately be given final
27 approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is
28 fair, adequate, and reasonable as to all potential class members when balanced against the probable

1 outcome of further litigation relating to liability and damages issues. It further appears that extensive
2 and costly investigation and research has been conducted such that counsel for the parties at this
3 time are reasonably able to evaluate their respective positions. It further appears to the Court that
4 the settlement at this time will avoid substantial additional costs to all parties, as well as the delay
5 and risks that would be presented by the further prosecution of the Action. It further appears that the
6 settlement has been reached as the result of intensive, non-collusive and arms-length negotiations
7 utilizing an experienced third-party neutral, and was the result of a mediator's proposal.

8 7. The Court approves, as to form and content, the Class Notice that has been submitted
9 herewith. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the
10 Class Members in accordance with the procedures set forth in the Settlement. The Court finds that
11 dissemination of the Class Notice set forth in the Settlement complies with the requirements of due
12 process and applicable law and constitutes the best notice practicable under the circumstances.

13 8. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$350,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
15 (35%) of the Gross Settlement Amount, which amounts to \$122,500.00, in addition to actual costs
16 incurred of up to \$25,000.00; service award of up to \$7,500.00 to Plaintiff; costs of settlement
17 administration of no more than \$6,990.00 and Private Attorneys' General Act of 2004 ("PAGA")
18 penalties in the amount of \$10,000.00, of which \$6,500.00 (65%) will be paid to the Labor and
19 Workforce Development Agency ("LWDA") and \$3,500.00 (35%) to "Aggrieved Employees,"
20 defined as all current and former employees of Defendant who worked for Defendant in a non-
21 exempt position in California from December 13, 2023 through the date on which the Court grants
22 preliminary approval of the Settlement ("PAGA Period").

23 9. The Court preliminarily approves the PAGA component of the Settlement pursuant
24 to Labor Code section 2699(1)(2), subject to final approval and entry of Judgment, and finds that the
25 proposed allocation of PAGA penalties is fair, reasonable, and adequate in light of the purposes of
26 PAGA and the risks of continued litigation.

27 10. The Court acknowledges that the Settlement Agreement has been submitted to the
28 California Labor and Workforce Development Agency in compliance with Labor Code section

1 2699(l)(2).

2 11. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
3 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

4 12. The Court deems APEX Class Action Administration (“Apex,” “Settlement
5 Administrator,” or “Administrator”), the Settlement Administrator, and payment of administrative
6 costs, not to exceed \$6,990.00 out of the Gross Settlement Amount for services to be rendered by
7 Apex on behalf of the class.

8 13. Before the date by which Plaintiff is required to file the Motion for Final Approval
9 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
10 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
11 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
12 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
13 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
14 number of written objections, and attach the Exclusion List. The Administrator will supplement its
15 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for
16 filing the Administrator’s declaration(s) in Court.

17 14. By September 3, 2026, Defendants will simultaneously deliver the Class Data to the
18 Administrator, in the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member’s
19 identifying information in Defendant’s custody, possession, or control, including the Class
20 Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known
21 Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-
22 hire date(s) and/or separation date(s)).

23 15. Before mailing Class Notices, the Administrator shall update Class Member addresses
24 using the National Change of Address database.

25 16. Using best efforts to perform as soon as possible, and in no event later than September
26 17, 2026, the Administrator will send to all Class Members identified in the Class Data, via first-
27 class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached
28 to the Settlement as Exhibit “A.”

1 17. “Response Deadline” means November 17, 2026, and shall be the last date on which
2 Class Members may: (a) timely fax, email, or mail Requests for Exclusion from the Settlement, or
3 (b) timely fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice
4 Packets are resent after having been returned undeliverable to the Administrator shall have an
5 additional 15 days beyond the Response Deadline has expired.

6 18. Class Members who wish to exclude themselves from (opt-out of) the Class
7 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
8 than November 17, 2026 (plus an additional 15 days for Class Members whose Class Notice is re-
9 mailed). A Request for Exclusion is a letter from a Class Member or their authorized representative
10 that contains: (a) the Class Member’s name, address, telephone number, and the last four digits of
11 their Social Security number; (b) a statement that reasonably communicates the Class Member’s
12 election to be excluded from the Settlement; and (c) the Class Member’s signature. To be valid, a
13 Request for Exclusion must be timely faxed, emailed, or postmarked by the applicable Response
14 Deadline.

15 19. Every Class Member who does not submit a timely and valid Request for Exclusion
16 is deemed to be a Participating Class Member under the Settlement, entitled to all benefits, and
17 bound by all terms and conditions of the Settlement, including the Participating Class Members’
18 Release under the Settlement, regardless of whether the Participating Class Member actually
19 receives the Class Notice or objects to the Settlement.

20 20. Each Class Member shall have until November 17, 2026 (plus an additional 15 days
21 for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
22 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
23 Member may challenge the allocation by communicating with the Administrator via fax, email, or
24 mail.

25 21. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or the
27 amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
28 Payment, the Class Representative Service Payment, and/or the Administration Expenses Payment.

1 22. Participating Class Members may send written objections to the Administrator by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do so
5 not later than November 17, 2026 (plus an additional 15 days for Class Members whose Class Notice
6 was re-mailed).

7 23. Any response to Class Member objections shall be submitted to the Court by
8 December 3, 2026.

9 24. If a Class Member submits both a Request for Exclusion and a written objection, only
10 the Request for Exclusion will be accepted and the objection will be void.

11 25. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
12 necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
13 Administrator no later than 14 calendar days after the Effective Date.

14 26. All papers filed in support of final approval, including supporting documents for
15 attorneys' fees and costs, shall be filed by October 16, 2026.

16 27. The Court retains jurisdiction over this Action to consider all further matters arising
17 out of or related to the Settlement, including final approval, enforcement, administration,
18 interpretation of the Settlement, and entry of Judgment.

19 28. A Final Fairness and Approval Hearing shall be held with the Court on December
20 17, 2026 at 9:00 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the
21 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
22 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
23 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
24 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

25 29. For any Class Member whose Individual Class Payment or Individual PAGA
26 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
27 funds represented by such checks to Legal Aid Foundation of Los Angeles, 1550 W. 8th Street, Los
28 Angeles, California 90017 for use in Los Angeles County, in accordance with Code of Civil

1 Procedure section 384.

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3 **IT IS SO ORDERED.**

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5 Dated: 08/24/2026



Elihu M. Berle

Elihu M. Berle / Judge
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 10880 Wilshire Blvd., Suite 1101, Los Angeles, California 90024.

On August 20, 2026, I caused a true and correct copy of the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONALLY CERTIFYING CLASS FOR SETTLEMENT PURPOSES** to be served via Case Anywhere on the following:

Chanho C. Joo
cjoo@joolaw.com
Frank E. Marchetti
frank@marchettilaw.com

Attorneys for Defendant ANGELES COLLEGE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 20, 2026, at Los Angeles, California.

/s/ Mary Bolanos
Mary Bolanos