Calendar Line 1

Case Name: *Sedano v. Jalimex Food Corporation, et al.*
Case No.: 21CV386681

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Luis Sedano alleges defendant Jalimex Food Corporation and Jalimex (collectively, "Defendants") committed various wage and hour violations.

Before the Court is Plaintiff's motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Plaintiff is a former employee of Defendants who was employed as a delivery driver and worked for Defendant in a non-exempt position in San Jose. (FAC, ¶ 7.) Defendants failed to: provide compliant meal and rest periods or compensation in lieu thereof; pay minimum and regular wages for all hours worked; pay all overtime wages; maintain accurate records; provide accurate itemized wage statements; and timely pay all wages during employment and upon separation of employment. (FAC, ¶¶ 4, 29-45.)

Plaintiff initiated this action on September 14, 2021, with the filing of the Complaint and on February 18, 2025, he filed the operative FAC, which asserts the following causes of action: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay minimum and regular wages; (4) failure to pay all overtime wages; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) violation of Business & Professions Code § 17200, *et seq.*; (8) wrongful termination in violation of public policy; (9) retaliation; and (10) PAGA penalties.[1]

Plaintiff now seeks an order: preliminarily approving the class action and PAGA settlement agreement (the "Settlement"); conditionally certifying the class for settlement purposes; approving and directing distribution of the notice of class action settlement; appointing the class representative, class counsel, and the settlement administrator; and scheduling a final approval hearing.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

[1] The eighth and ninth causes of action are asserted on an individual basis.

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

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

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "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 pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT PROCESS

On May 12, 2021, Plaintiff provided written notice to the Labor Workforce Development Agency ("LWDA") and Defendants. On September 14, 2021, he initiated this action. The parties engaged in formal discovery and Plaintiff requested the production of the Class list. On April 4, 2023, the parties attended mediation with Hon. Joan M. Lewis (Ret.), but the parties did not reach a settlement. However, Defendants agreed to provide additional documents and time and pay records and the parties planned to schedule a second mediation in August 2024 once said documents were produced.

On February 18, 2025, Plaintiff filed the operative FAC. Subsequently, Defendants produced additional documents and records, as well as time and pay records from September 2017 through April 2025. On June 20, 2025, the parties participated in a second mediation with Hon. Peter Kirwan (Ret.) and the parties reached an agreement in principle. The parties continued their negotiations in the following months and on November 11, 2025, they executed a memorandum of understanding. On June 16, 2026, the parties executed the Class and PAGA Representative Action Long Form Settlement Agreement currently before the Court.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement amount is $470,000. Attorneys' fees of up to one-third of the gross settlement amount ($156,66.68), litigation costs of up to $23,000, and settlement administration costs of up to $7,990. $15,000 will be allocated to PAGA penalties, 75% ($11,250) will be paid to the LWDA, with the remaining 25% ($3,750) will be dispensed to "Aggrieved Employees" who are defined as, "all current and former non-exempt employees who performed work for Defendants in the State of California at any time during the PAGA Period [January 15, 2020 to February 26, 2026]." Plaintiff will seek a service award pf $7,500.

The net settlement amount—approximately $259,843.32—will be allocated to "Class Members" who are defined as "all current and former non-exempt employees who performed work for Defendants in the State of California at any time during the Class Period [March 20, 2017 to February 26, 2026]." For tax purposes, 15% of individual class payments will be allocated to wages and 85% will be allocated to interests and penalties and are not subject to wage withholdings. Funds associated with checks uncashed after 180 days will be transmitted to Legal Aid at Work.

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

> [A]ny and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint, arising during the Class Period, including but not limited to claims for Defendants' alleged failure to provide meal periods and related meal period premiums, failure

> to provide rest periods and related rest period premiums, failure to pay minimum and regular wages, failure to pay overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages due upon termination of employment, and related unpaid wages, in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 248.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, the provisions of the applicable IWC Wage Order(s), alleged violation of Business and Professions Code 17200 e*t seq*., interest, attorneys' fees, damages, liquidated damages, penalties and costs.

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

> [A]ny and all claims alleged or which could have been alleged based on the factual allegations alleged in the Operative First Amended Complaint and the PAGA Notice dated May 12, 2021, arising during the PAGA Period, including but not limited to claims for Failure to Provide Compliant Meal Periods and Authorize and Permit Rest Periods [Labor Code Sections 204, 210, 226.7, 512, 558, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Timely Pay Minimum, Regular and Overtime Wages [Labor Code 204, 210, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and related sections of the applicable IWC Wage Order(s)], Failure to Maintain Accurate Records [Labor Code 226, 1174, 1174.5, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Provide Accurate Itemized Wage Statements [Labor Code 226, 226.3, 246, 1198 and related sections of the applicable IWC Wage Order(s)], Failure to Timely Pay All Wages Due [Labor Code 201, 202, 203, 204, 210 and related sections of the applicable IWC Wage Order(s)], Retaliation [Labor Code 98.6, 246.5, 1102.5, 6310], Civil Penalties for Violation of Labor Code and IWC Wage Orders [Labor Code 98.6, 210, 226.3, 558, 558.1, 1102.5, 1174.1, 1174.5, 1197.1, 2699] Costs, Interest, Liquidated Damages, and Penalties [Labor Code 210, 218.5, 218.6, 225.5, 226, 248.5, 558, 1194, 1194.2, 1197.1, 2802, 2699 *et seq*.].

The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

V. FAIRNESS OF SETTLEMENT

Based on the available data provided by Defendants, Class Counsel calculated Defendants' maximum exposure as follows: $2,156,375.83 (rest period violations); $2,482,032.58 (meal period violations); $108,579.67 (off-the-clock work); $224,000 (wage statement penalties); $1,640,522.16 (waiting time penalties); and $2,782,416 (PAGA penalties—totaling $9,393,926.24.

Class Counsel then considered the risks associated with obtaining class certification, opposing any pretrial motions, succeeding on the merits, and obtaining the full amount of damages. Additionally, Plaintiff anticipates further litigation would involve numerous depositions, voluminous written discovery, law and motion practice, and trial. Thus, Class Counsel estimated the realistic exposure as $2,348,481.56.

The gross settlement amount is approximately 5% of the maximum exposure and it is 19.7% of the realistic exposure. The proposed settlement is within the range of percentage recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].)

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

VI. PROPOSED SETTLEMENT CLASS

Plaintiff requests provisional certification of the following class for settlement purposes:

> All current and former non-exempt employees who performed work for Defendants in the State of California at any time during the Class Period.

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

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

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

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements

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

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

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

Here, the estimated 312 Class Members are readily identifiable based on Defendants' records, and the settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

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

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

Here, common legal and factual issues predominate. Plaintiff's claims all arise from Defendants' wage and hour practices.

As for the second factor,

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

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

Like the other members of the proposed class, Plaintiff was employed by Defendants as nonexempt, hourly paid employees and Plaintiff alleges that he experienced the violations at issue. The anticipated defenses are not unique to Plaintiff, and there is no indication that their interests are otherwise in conflict with those of the proposed class.

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

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

D. Substantial Benefits of Class Certification

"[A] class action should not be certified unless substantial benefits accrue both to litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120, internal quotation marks omitted.) The question is whether a class action would be superior to individual lawsuits. (*Ibid.)* "Thus, even if questions of law or fact predominate, the lack of superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class action is proper where it provides small claimants with a method of obtaining redress and when numerous parties suffer injury of insufficient size to warrant individual action." (*Id*. at pp. 120–121, internal quotation marks omitted.)

Here, there are an estimated 312 Class Members. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

VII. NOTICE

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

Here, the notice, which will be provided in English, informs the Class Members of the nature of the lawsuit and their rights under the terms of the Settlement and applicable law. It includes: a detailed explanation of the case, including the basic contentions or denials of the Parties and the basic terms of the Settlement; a statement that the court will exclude the member from the class if they request so by a specified date; a procedure for the member to follow in requesting exclusions from the class; an explanation that members of the Class can participate in the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and a statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. Class Members are given 45 days to exclude themselves or object.

The form of notice is generally adequate, but must be modified to instruct Class members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or other personal information.

Regarding appearances at the final fairness hearing, the notice shall be modified to instruct class members as follows:

> Although class members may appear in person, the judge overseeing this case encourages remote appearances. Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Remote appearances must be made through UDC, unless otherwise arranged with the Court. Please go to https://santaclara.courts.ca.gov/online-services/remote-hearings to find the appropriate link. Also, please note that that you must register in advance to appear remotely.

Turning to the notice procedure, as articulated above, the parties have selected Apex Class Action LLC ("Apex") as the settlement administrator. No later than fourteen (14) days after receiving the Class data, Apex shall mail the notice packets to Class Members after updating their addresses using the National Change of Address Database. Any returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class members who receive a re-mailed notice will have an additional 14 days to respond. These notice procedures are appropriate and are approved.

VIII. SERVICE AWARD, FEES, AND COSTS

Plaintiff requests a service award of $7,500.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted; see also *Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].)

Plaintiff submitted a declaration in support of his request. He states that he has spent approximately 90 hours working on this matter, including locating documents, communicating with Class Counsel, preparing for the mediations, and reviewing documents. (Plaintiff's Declaration, ¶¶ 21-33.) Plaintiff further states he considered the personal and professional risk of participating in this action. (Plaintiff's Decl., ¶¶ 35-36, 41.) The Court finds Plaintiff is entitled to a service award and the amount requested is reasonable. Thus, the request is preliminarily approved.

The request for administrative costs in the amount of $7,990 is supported by the declaration of Sean Hartranft, the Chief Executive Office of Apex. Accordingly, the request is approved.

The Court also has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Class Counsel will seek attorney fees of up to one-third of the gross settlement amount (currently estimated to be $156,666.68), and litigation costs for up to $23,000. Prior to any final approval hearing, Class Counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred.

IX. CONCLUSION

Plaintiff's motion for preliminary approval is GRANTED.

The final approval hearing shall take place on **February 18, 2027** at 1:30 in Department 22. The following Class is preliminarily certified for settlement purposes:

> All current and former non-exempt employees who performed work for Defendants in the State of California at any time during the Class Period.

The Court will prepare the order.

- oo0oo -

- oo0oo -