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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TAMIERA DENISE GRADNEY, individually,
on behalf of all others similarly situated,

Plaintiff,

v.

PVHR, L.L.C., a corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 37-2024-00015031-CU-OE-CTL
Assigned to Hon. Carolyn M. Caietti, Dept.
C-70

Complaint filed: March 29, 2024
FAC filed: June 3, 2024
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: September 11, 2026
Time: 10:30 a.m.
Dept: C-70

1 The Court has before it Plaintiff Tamiera Denise Gradney's ("Plaintiff" or "Class
2 Representative") Motion for Preliminary Approval of Class Action Settlement. Having
3 reviewed the Motion for Preliminary Approval of Class Action Settlement, along with the
4 accompanying papers, the Class Action and PAGA Settlement Agreement (which is referred to
5 here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court
6 hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
9 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
10 based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant
11 PVHR, LLC. ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy
12 of the Settlement Agreement is attached to the Declaration of Alan A. Wilcox in Support of
13 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the final approval hearing and final approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,350,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$67,500 payment for the Settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), with 75% of which (\$50,625.00) being paid to the LWDA and 25%
21 (\$16,875.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payment of up to \$10,000.00 for Plaintiff (the "Class Representative Service Award"); (d) Class
23 Counsel's attorneys' fees not to exceed 35% of the Gross Settlement Amount (\$472,500.00)
24 (the "Class Counsel Fees Payment"), and up to \$30,000.00 in costs for actual litigation expenses
25 incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a
26 payment to ILYM Group, Inc. (the "Settlement Administrator") of up to \$15,000.00 (the
27 "Settlement Administrator Payment").

28 3. The Court preliminarily finds that the terms of the Settlement appear to be within

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

4. The Court preliminarily approves the release by “Participating Class Members” (defined as those Class Members who do not submit a timely and valid Request for Exclusion from the Settlement) of the Settlement, stated as follows:

All Participating Class Members release and discharge Defendant and Released Parties from liability for all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged in the Operative complaint or which could have reasonably been alleged based the facts alleged in the Operative complaint during the Class Period, including but not limited to, all claims for (1) failure pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices facts stated in the Operative Complaint. (collectively the “Released Class Claims”)

5. The Court further approves the release by Aggrieved Employees stated as follows: Plaintiff, on behalf of herself and as agent and proxy of the State of California (including the LWDA), and the State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the State of California in bringing PAGA claims) are deemed to release and discharge Defendant and Released Parties from liability for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period, including but not limited to claims for PAGA penalties for (1) failure pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify employees for expenditures. (collectively the “Released PAGA Claims”)

1 6. A final fairness hearing on the question of whether the proposed Settlement, Class
2 Counsel Fees and Class Counsel Expenses, the LWDA Payment for its share of the settlement
3 of claims for penalties under the PAGA, and the Class Representative Service Award should be
4 finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance
5 with the implementation schedule set forth below.

6 7. For settlement purposes, the Court provisionally certifies the following Class: all
7 current and former hourly non-exempt employees employed by Defendant in California during
8 the Class Period (each a “Class Member,” and collectively, the “Class”).

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

17 9. The Court appoints as Class Representative, for settlement purposes only,
18 Plaintiff Tamiera Denise Gradney. The Court further preliminarily approves Plaintiff’s ability
19 to request the Class Representative Service Award.

20 10. The Court appoints, for settlement purposes only, Tyler J. Woods, Giancarlo A.
21 Recinos, and James Yoo of Wilshire Law Firm, PLC as Class Counsel. The Court further
22 preliminarily approves Class Counsel’s ability to request the Class Counsel Fees Payment and
23 Class Counsel Litigation Expenses Payment.

24 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with the
25 Settlement Administrator Payment estimated not to exceed \$15,000.00.

26 12. The Court approves, as to form and content the class notice, attached to the
27 Settlement Agreement (the “Class Notice”). The Court finds on a preliminary basis that the plan
28 for distribution of the Class Notice to Class Members satisfies due process, provides the best

notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 30 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department C-70. The hearing may be continued to another date without further notice to the Class Members.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

17. _____

IT IS SO ORDERED.

DATE:

Hon. Carolyn M. Caietti
San Diego County Superior Court