

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JAMES ABERNATHY, as an individual and on behalf of all others similarly situated,	)	Case No.: 20CV367327
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF’S
	)	MOTION FOR PRELIMINARY APPROVAL
v.	)	OF CLASS ACTION AND PAGA
	)	SETTLEMENT
	)	
DEACON CONSTRUCTION, LLC, et al.,	)	Dept. 7
	)	
Defendants.	)	

This is a putative class and Private Attorneys General Act (“PAGA”) action. Plaintiff James Abernathy alleges that Defendant Deacon Construction, LLC (“Defendant”) committed various wage and hour violations. Before the Court is Plaintiff’s motion for preliminary approval of settlement, which is unopposed. For the reasons discussed below, the Court will GRANT Plaintiff’s motion.

I. BACKGROUND

According to the allegations of the operative Complaint, Plaintiff was employed by Defendant as a construction worker from December 2019 to April 7, 2020, an hourly-paid, non-exempt position. (Complaint, ¶ 7.) He alleges that Defendant failed to: provide timely off-duty meal breaks (and premiums when such breaks were not provided); reimburse employees for

1 expenses incurred in the discharge of their duties; provide accurate, itemized wage statements;
2 and maintain accurate payroll records.

3 Based on the foregoing allegations, Plaintiff initiated this action with the filing of the
4 Complaint on June 17, 2020, asserting the following causes of action: (1) violation of Labor
5 Code § 226.7; (2) violation of Labor Code § 2802; (3) violation of Labor Code § 226; (4)
6 violation of Business & Professions Code § 17200; and (5) PAGA penalties.

7 Plaintiff now seeks an order: preliminarily approving the Joint Stipulation of Class and
8 PAGA Settlement agreement; certifying the classes for settlement purposes; approving the notice
9 and the plan for its distribution; appointing Plaintiff as Class representative for settlement
10 purposes; appointing Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class
11 Counsel for settlement purposes; appointing Phoenix Settlement Administrators (“Phoenix”) as
12 the settlement administrator; and scheduling a final approval hearing.

13 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

14 **A. Class Action**

15 Generally, “questions whether a [class action] settlement was fair and reasonable,
16 whether notice to the class was adequate, whether certification of the class was proper, and
17 whether the attorney fee award was proper are matters addressed to the trial court’s broad
18 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
19 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
20 260.)

21 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
22 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
23 complexity and likely duration of further litigation, the risk of maintaining class action status
24 through trial, the amount offered in settlement, the extent of discovery completed and the stage
25 of the proceedings, the experience and views of counsel, the presence of a governmental

1 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
2 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

3 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
4 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
5 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
6 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
7 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
8 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
9 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
10 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
11 marks omitted.) The trial court also must independently confirm that “the consideration being
12 received for the release of the class members’ claims is reasonable in light of the strengths and
13 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
14 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
15 “provided with basic information about the nature and magnitude of the claims in question and
16 the basis for concluding that the consideration being paid for the release of those claims
17 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

18 **B. PAGA**

19 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
20 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
21 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
22 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
23 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
24 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
25

(2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

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

After the initiation of this action, the parties met and conferred and agreed to participate in private mediation. In connection with and in anticipation of the mediation, the parties engaged in informal discovery, with Defendant providing Plaintiff’s counsel with data relating to the number of Class members and wage statements issued to each Class member, as well as Plaintiff’s personnel file, employee handbook, meal period policies, and copies of wage statements to putative Class members.

1 On June 2, 2021, the parties engaged in a full day mediation with the Hon. Richard M.
2 Silver (Ret.), but were unable to resolve their dispute. Subsequent to this, the parties engaged in
3 formal discovery, including the depositions of Plaintiff and various Persons Most Qualified for
4 both sides. The parties also negotiated the distribution of a *Belaire-West* notice.

5 On September 26, 2022, Plaintiff filed a motion for class certification. On December 16,
6 2022, the Court certified a Meal Period class and a Wage Statement class, but declined to certify
7 Plaintiff's reimbursement theory of liability.

8 After additional discovery and distribution of the class notice, the parties agreed to
9 engage in a second mediation and did so on December 18, 2023, with the Honorable Ronald M.
10 Sabraw (Ret.). The parties were able to reach the settlement that is now before the Court.

11 12 **IV. SETTLEMENT PROVISIONS**

13 The non-reversionary gross settlement is \$650,000. Attorney's fees of up to \$216,666.67
14 (one-third of the gross settlement), litigation costs up to \$35,000 and administration costs not to
15 exceed \$8,250 will be paid from the gross settlement. \$60,000 will be allocated to PAGA
16 penalties, 75% of which (\$45,000) will be paid to the LWDA, with the remaining 25% (\$15,000)
17 distributed, on a pro rata basis, to "PAGA Members," who are defined as "all current and former
18 non-exempt employees of Defendants who were employed in the State of California at any time
19 during [during April 6, 2019 to December 18, 2023] and who worked more than five hours in
20 any shift" and "Exempt PAGA Members," who are defined as "all current and former exempt
21 employees of Defendants who were employed in the State of California at any time between
22 April 6, 2019, through June 21, 2020." Plaintiff will seek an incentive payment of up to
23 \$10,000.

24 The net settlement amount of approximately \$320,083.33 will be allocated (on a pro rata
25 basis based on the number of weeks worked during the relevant periods) 95% to members of the

1 “Class,” defined as “all current and former non-exempt employees of Defendants who were
2 employed in the State of California at any time during [April 6, 2016 to December 18, 2023]”
3 and 5% to members of the “Exempt Class,” which is defined as “all current and former exempt
4 employees of Defendants who were employed in the State of California at any time between
5 April 6, 2019, through June 21, 2020.” Assuming an even distribution of workweeks, the raw
6 average payment to each Class member will be \$1,831.80 and to each Exempt Class member
7 \$158.46.

8 For tax purposes, settlement payments will be allocated 20% to wages and 80% to
9 penalties and interest. All PAGA payments will be allocated 100% to penalties. Defendant will
10 pay employer side taxes on the wage portion of the settlement separately from the gross
11 settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to
12 the California State Controller’s Unclaimed Property Fund in the names of the individuals to
13 whom the funds were issued.

14 In exchange for settlement, the Class members who do not opt out will release:
15 all claims pled or which could have reasonably been pled based on the factual allegations
16 contained in the operative complaint or any amendments thereto, including claims for: (i)
17 violation of Labor Code §§ 226.7 and 512; (ii) violation of Labor Code §§ 201, 202, 203; (iii)
18 violation of Labor Code § 226; (iv) violation of Labor Code § 2802; and (vi) violation of
19 Business & Professions Code §§ 17200, which are premised on the violations described above,
20 that accrued during the Class Period.

21 Exempt Class members will release:
22 all claims pled or which could have reasonably been pled based on the factual allegations
23 contained in the operative complaint or any amendments thereto, including claims for: (i)
24 violation of Labor Code § 226, that accrued during the period of April 6, 2019, through June 21,
25 2020.

1
2 PAGA Members, who consistent with the statute will not be able to opt out of the PAGA portion
3 of the settlement, will release:

4 all claims pled or which could have reasonably been pled based on the factual allegations
5 contained in the operative complaint or any amendments thereto, for civil penalties under the
6 PAGA including claims premised on alleged violations of Labor Code §§ 201, 202, 203, 226.7,
7 512, 1174, 1198, 1199, and 2802, that accrued during the PAGA Period.

8 Exempt PAGA Members, who consistent with the statute will not be able to opt out of
9 the PAGA portion of the settlement, will release:

10 all claims pled or which could have reasonably been pled based on the factual allegations
11 contained in the operative complaint or any amendments thereto, for civil penalties under the
12 PAGA including claims premised on alleged violations of Labor Code §§ 226, 226.3, that
13 accrued during the period of April 6, 2019, through June 21, 2020.

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

16 **V. FAIRNESS OF SETTLEMENT**

17 Based on the data provided by Defendant, Plaintiff's counsel estimated Defendant's
18 maximum total exposure to be \$7,390,000, with each claim valued thusly: \$2,500,000 (meal
19 period); \$1,380,000 (Labor Code § 203); \$85,450 (Labor Code § 2802); \$1,360,000 (Labor Code
20 § 226); \$909,050 (direct violation of Labor Code § 226); and \$1,370,000 (PAGA). Counsel then
21 reduced the foregoing to determine potential settlement amounts to account for: the possibility of
22 a successful motion for decertification by Defendant; the potential success of Defendant's
23 arguments on the merits (e.g., employees were not required to use their cell phones for work-
24 related tasks); the difficulty of establishing the willfulness of Defendant's actions (good faith
25 defense) and proving the merits of each claim; the Court's likely reluctance to "stack" PAGA

1 penalties and its election to significantly reduce (e.g., up to 90%) the amount of such penalties;
2 and the risk of losing at trial or on appeal.

3 Considering the portion of the case’s value attributable to uncertain penalties, claims that
4 could be subject to decertification, and the multiple, dependent contingencies that Plaintiff would
5 have had to overcome to prevail on his claims, the settlement achieves a good result for the class.
6 For purposes of preliminary approval, the Court finds that the settlement is fair and reasonable to
7 the class, and the PAGA allocation is genuine, meaningful, and reasonable in light of the
8 statute’s purposes.

9 Of course, the Court retains an independent right and responsibility to review the
10 requested attorney fees and award only so much as it determines to be reasonable. (See
11 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
12 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
13 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
14 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
15 reasonableness of a percentage fee through a lodestar calculation].)

16 **VI. PROPOSED SETTLEMENT CLASS**

17 Plaintiff requests that the following settlement classes be provisionally certified:

18 All current and former non-exempt employees of Defendants who were employed in the
19 State of California at any time during the Class Period and who worked more than five hours in
20 any shift (the “Class”);

21 All current and former exempt employees of Defendants who were employed in the State
22 of California at any time between April 6, 2019, through June 21, 2020 (the “Exempt Class”).

23 **A. Legal Standard for Certifying a Class for Settlement Purposes**

24 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
25 approving or denying certification of a provisional settlement class after [a] preliminary

1 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
2 class “when the question is one of a common or general interest, of many persons, or when the
3 parties are numerous, and it is impracticable to bring them all before the court”

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

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

21 **B. Ascertainable Class**

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

1 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
2 opt out, or do nothing and live with the consequences. This kind of class definition also
3 advances due process by supplying a concrete basis for determining who will and will not be
4 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

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

14 Here, the estimated 166 Class members and 101 Exempt Class members are readily
15 identifiable based on Defendant’s records, and the settlement classes are appropriately defined
16 based on objective characteristics. The Court finds that the settlement classes are numerous,
17 ascertainable, and appropriately defined.

18 **C. Community of Interest**

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

23 For the first community of interest factor, “[i]n order to determine whether common
24 questions of fact predominate the trial court must examine the issues framed by the pleadings
25 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*

1 (2001) 89 Cal.App.4th 908, 916 (*Hicks*.) The court must also examine evidence of any conflict
2 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
3 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
4 jointly tried, when compared with those requiring separate adjudication, are so numerous or
5 substantial that the maintenance of a class action would be good for the judicial process and to
6 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
7 (*Lockheed Martin*.) “As a general rule if the defendant’s liability can be determined by facts
8 common to all members of the class, a class will be certified even if the members must
9 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

10 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
11 Defendant’s wage and hour practices (and others) applied to the similarly-situated class
12 members.

13 As for the second factor, “[t]he typicality requirement is meant to ensure that the class
14 representative is able to adequately represent the class and focus on common issues. It is only
15 when a defense unique to the class representative will be a major focus of the litigation, or when
16 the class representative’s interests are antagonistic to or in conflict with the objectives of those
17 she purports to represent that denial of class certification is appropriate. But even then, the court
18 should determine if it would be feasible to divide the class into subclasses to eliminate the
19 conflict and allow the class action to be maintained.” (*Medraza v. Honda of North Hollywood*
20 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

21 Like other members of the class, Plaintiff was employed by Defendant as a non-exempt,
22 hourly-paid employee and alleges that he experienced the violations at issue. The anticipated
23 defenses are not unique to Plaintiff, and there is no indication that Plaintiff’s interests are
24 otherwise in conflict with those of the class.

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

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

13 **D. Substantial Benefits of Class Certification**

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

22 Here, there are 267 individuals between the Class and the Exempt Class. It would be
23 inefficient for the Court to hear and decide the same issues separately and repeatedly for each
24 Class and Exempt Class member. Further, it would be cost prohibitive for each member to file
25 suit individually, as each member would have the potential for little to no monetary recovery. It

1 is clear that a class action provides substantial benefits to both the litigants and the Court in this
2 case.

3 **VII. NOTICE**

4 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
5 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
6 for class members to follow in filing written objections to it and in arranging to appear at the
7 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
8 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
9 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
10 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
11 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
12 3.766(e).)

13 Here, the notice describes the lawsuit, explains the settlement, and instructs class
14 members that they may opt out of the settlement (except the PAGA component) or object. The
15 gross settlement amount and estimated deductions are provided, and Class/Exempt Class
16 members are informed of their qualifying workweeks as reflected in Defendant’s records and are
17 instructed how to dispute this information. Class/Exempt Class members are given 45 days to
18 request exclusion from the class or submit a written objection to the settlement. Regarding
19 appearances at the final fairness hearing, the notice shall be further modified to instruct class
20 members as follows:

21 Although class members may appear in person, the judge overseeing this case encourages
22 remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.)
23 Class members who wish to appear remotely should contact class counsel at least three days
24 before the hearing if possible. Instructions for appearing remotely are provided at
25 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml

1 and should be reviewed in advance. Class members may appear remotely using the Microsoft
2 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
3 number for Department 7.

4 Turning to the notice procedure, as articulated above, the parties have selected Phoenix as
5 the settlement administrator. The administrator will mail the notice packet within 10 days of
6 receiving relevant identifying information pertaining to all Class/Exempt Class members from
7 Defendant; this information is to be provided within 15 days of preliminary approval of the
8 settlement. Any returned notices will be re-mailed to any forwarding address provided or better
9 address located through a skip-trace or other comparable search. Class/Exempt Class members
10 who receive a re-mailed notice will have an additional 15 days to respond. These notice
11 procedures are appropriate and are approved.

12 **VIII. CONCLUSION**

13 Plaintiff's motion for preliminary approval is GRANTED. The final approval hearing
14 shall take place on **January 16, 2025** at 1:30 in Dept. 7. The following classes are preliminarily
15 certified for settlement purposes:

16 All current and former non-exempt employees of Defendants who were employed in the
17 State of California at any time during the Class Period and who worked more than five hours in
18 any shift (the "Class");

19 All current and former exempt employees of Defendants who were employed in the State
20 of California at any time between April 6, 2019, through June 21, 2020 (the "Exempt Class").

21
22 DATED: July 26, 2024

23 
24 CHARLES F. ADAMS
25 Judge of the Superior Court