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CRYSTAL RAMIREZ and the proposed Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CHRISTINE FLYNN and CRYSTAL	)	Lead Case No. 22CV005118
RAMIREZ, on behalf of themselves and	)	(Consolidated for settlement purposes with
all others similarly situated,	)	Case No. 22CV011657)
	)	
Plaintiffs,	)	Assigned for All Purposes to the Hon.
	)	Somnath Raj Chatterjee, Department 21
v.	)	
	)	[PROPOSED] ORDER GRANTING
GOODWILL INDUSTRIES OF THE	)	PRELIMINARY APPROVAL OF
GREATER EAST BAY, INC.; and	)	CLASS ACTION AND PAGA
DOES 1 through 50, inclusive,	)	SETTLEMENT
	)	
Defendants.	)	Date: October 6, 2026
	)	Time: 02:30 p.m.
	)	Dept.: 21
	)	Reservation No.: 236803070730

[PROPOSED] ORDER

Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement came on for hearing on October 6, 2026, in Department 21 of this Court, the Honorable Somnath Raj Chatterjee presiding. Having considered the Motion, the Settlement Agreement and its exhibits, the Declaration of Anthony Draper, the Declaration of Shaun Setareh, the proposed Class Notice, the arguments of counsel, and the complete records and files in this action, and good cause appearing, the Court FINDS, ORDERS, ADJUDGES, and DECREES as follows:

Findings

1. The Court has jurisdiction over the subject matter of this action and over the Parties.

2. The terms used in this Order have the meanings assigned to them in the Settlement Agreement.

3. The Court preliminarily finds that the Settlement is the product of arm's-length, non-collusive negotiations conducted with the assistance of an experienced mediator, and that the Settlement falls within the range of reasonableness such that preliminary approval is warranted, subject to a final fairness determination after notice to the Class.

4. The Court preliminarily finds, for settlement purposes only, that the requirements for class certification are satisfied: the Settlement Class is ascertainable and numerous; common questions of law and fact predominate; the claims of the Class Representatives are typical of the Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class; and class treatment is superior for purposes of settlement.

1 5. The Court preliminarily finds that the proposed Class Notice and notice plan
2 constitute the best notice practicable under the circumstances and satisfy due process and
3 California Rules of Court, rule 3.766.

4 6. The Court preliminarily finds that the proposed allocation of PAGA penalties
5 is reasonable, and that Plaintiff provided timely notice to the LWDA.

6 **Orders**

7
8 7. The Settlement is preliminarily approved.

9 8. For settlement purposes only, the Court provisionally certifies the Settlement
10 Class, defined as all current and former hourly, non-exempt employees employed by
11 Defendant in California from January 7, 2018 to September 20, 2025.

12 8.1 The PAGA Period is January 6, 2021 through September 20, 2025. Aggrieved
13 Employees are all current and former non-exempt hourly employees employed by
14 Defendant in California during that period. All Aggrieved Employees shall receive their
15 Individual PAGA Payments regardless of whether they opt out of the class settlement, in
16 accordance with the Settlement Agreement.

17
18 9. The Court provisionally appoints Plaintiffs Christine Flynn and Crystal Ramirez
19 as Class Representatives.

20
21 10. The Court provisionally appoints James Hawkins APLC and Setareh Law
22 Group as Class Counsel.

23 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

24 12. The Court approves the proposed Class Notice, attached as Exhibit A to this
25 Order, and directs its distribution in accordance with the Settlement Agreement.

1 13. No later than fourteen (14) calendar days after the date of this Order, Defendant
2 shall provide the Class Data to the Settlement Administrator. No later than fourteen (14)
3 calendar days after receiving the Class Data, the Settlement Administrator shall mail the
4 Class Notice, in English and Spanish, to all Class Members by first-class U.S. mail, after
5 updating addresses through the National Change of Address database, and shall re-mail
6 any returned Class Notice, including after a skip trace where no forwarding address is
7 provided.
8

9 14. Class Members shall have forty-five (45) calendar days from the date the Class
10 Notice is mailed to submit a Request for Exclusion, a written Objection, or a dispute
11 regarding the number of Workweeks or Pay Periods allocated to them, with an additional
12 fourteen (14) calendar days for any Class Member whose Class Notice is re-mailed.

13 15. Settlement payments shall be distributed automatically to Participating Class
14 Members and Aggrieved Employees without the need to submit a claim form. Checks shall
15 remain negotiable for at least 180 days after mailing. Funds represented by checks
16 uncashed after the void date shall be paid to the cy pres recipient, Legal Aid at Work, in
17 compliance with Code of Civil Procedure section 384, and any settlement administration
18 funds allocated but not paid to the Administrator shall be added to the Net Settlement
19 Amount for distribution to the Class.
20

21 16. The amounts of attorneys' fees, litigation costs, Class Representative Service
22 Payments, and Settlement Administration Expenses will be determined by the Court at the
23 Final Approval Hearing based on the evidence then submitted, including a lodestar analysis
24 in support of any fee request.
25
26
27
28

1 17. Plaintiffs shall file their Motion for Final Approval, including any motion for
2 attorneys' fees, costs, and Service no later than sixteen (16) court days before the Final
3 Approval Hearing.

4 18. The Final Approval Hearing is set for _____, at _____.m., in
5 Department 21 of this Court.

6 19. The Court retains jurisdiction over the Parties, the Settlement, and this action
7 to implement, administer, and enforce the Settlement.
8

9 20. The Settlement Administrator shall confirm the final Workweek count and
10 report to counsel whether the Escalator Clause in paragraph 8 of the Settlement Agreement
11 has been triggered. Defendant shall fund any resulting increase required by that provision.

12 21. Defendant shall fund the settlement and applicable employer-side payroll taxes
13 in accordance with the Settlement Agreement. The Settlement Administrator shall disburse
14 payments in accordance with paragraph 4.2 of the Settlement Agreement. Payments of
15 attorneys' fees, litigation expenses, and service awards shall not precede payments to Class
16 Members and Aggrieved Employees.
17

18
19 IT IS SO ORDERED.
20

21 Dated: _____, 2026
22
23

24 _____
25 Hon. Somnath Raj Chatterjee
26 Judge of the Superior Court
27

