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

JORDAN KEITH HELTON, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMEE BAY, LLC, an unknown business entity;
THREE SAINTS BAY, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00027268-CU-OE-CTL
(Lead Case)
*Consolidated with Case No.: 37-2022-
00027280-CU-OE-CTL*

*Assigned for all purposes to the Honorable
Richard S. Whitney, Dept. C-68*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 10, 2026
Time: 10:30 a.m.
Dept.: C-68

Complaint Filed: July 12, 2022
Trial Date: Not set

[PROPOSED] ORDER

Plaintiff Jordan Keith Helton’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing on April 10, 2026 in Department C-68 of the above-entitled Court, the Honorable Richard S. Whitney presiding. The Court, having considered Plaintiff’s Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Agreement”). The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Group Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Group Members are fair,

adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

4. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

5. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period commencing on July 12, 2018, and ending on either May 3, 2023, or the date on which the total Workweeks worked by the Class reaches 9,736, whichever date is earlier

6. For purposes of settlement only, the Court designates Plaintiff Jordan Keith Helton as the Class Representative.

7. For purposes of settlement only, the Court designates Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC, S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, and all the lawyers of these firms acting on behalf of Plaintiff and the Class as Class Counsel.

8. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

9. The Parties are ordered to implement the Agreement according to the terms of the Agreement.

10. Within 21 calendar days of the date of this Order, Defendants Amee Bay LLC and Three Saints Bay ("Defendants") shall provide the Settlement Administrator with the Class List consisting of the following information for each Class Member: full name, last known address, last

1 known telephone number, social security number, email address, number of Workweeks during the
2 Class Period, and number of Workweeks during the PAGA Period.

3 11. The Court approves, as to form and content, the Notice of Class Action and PAGA
4 Settlement (“Class Notice”) attached as **Exhibit A** to the Agreement.

5 12. The Court finds that the form of notice to the Class regarding the pendency of the action
6 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
7 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
8 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
9 The form and method of giving notice complies fully with the requirements of California Code of
10 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
11 the California and United States Constitutions, and other applicable law.

12 13. The Court further approves the procedures for Class Members to opt-out of or object
13 to the Agreement, as set forth in the Class Notice and the Agreement. The procedures and requirements
14 for filing objections in connection with the Final Approval hearing are intended to ensure the efficient
15 administration of justice and the orderly presentation of any Class Member’s objection to the
16 Agreement, in accordance with the due process rights of all Class Members.

17 14. The Court directs the Settlement Administrator to mail the Class Notice to the members
18 of the Class no later than 10 calendar days after receiving the Class List from Defendants, in
19 accordance with the terms of the Agreement.

20 15. The Notice shall provide sixty (60) calendar days’ notice for Class Members to submit
21 disputes, opt-out of, or object to the Agreement. Class Members whose Class Notices are re-mailed
22 shall have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the
23 Agreement.

24 16. The hearing on Plaintiff’s Motion for Final Approval is scheduled in Department C-68
25 of this Court, located at 330 W. Broadway, Fifth Floor, San Diego, California 9210, on
26 _____, at _____ a.m. / p.m.

27 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
28 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment

1 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
2 the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and
3 Class Counsel's Fees and Costs, should be granted.

4 18. Counsel for the parties shall file memoranda, declarations, or other statements and
5 materials in support of their request for final approval of Plaintiff's application for the Class
6 Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees
7 and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the
8 time limits set by the Code of Civil Procedure and the California Rules of Court.

9 19. The Court orders the following implementation schedule:

Event	Date
Defendants to provide Class List to the Settlement Administrator no later than:	21 calendar days following preliminary approval
Settlement Administrator to mail the Class Notice to the Class no later than:	10 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

16 20. Pending the Final Approval hearing, all proceedings in this Action, other than
17 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
18 Order, are stayed. The stay on the Action includes, without limitation, a stay on the five-year
19 limitations period to bring the Action to trial under Code of Civil Procedure section 583.310.

20 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
21 connection with the administration of the Agreement which are not materially inconsistent with either
22 this Order or the terms of the Agreement.

23 **IT IS SO ORDERED.**

24
25 DATED:

By:

Honorable Richard S. Whitney
JUDGE OF THE SUPERIOR COURT