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Attorneys for ERIC WARD, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERIC WARD on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION;
and DOES 1-100,

Defendants.

Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No.
34-2023-00336386)

*[Assigned for All Purposes to the
Honorable Lauri A. Damrell; Dept. 22]*

**DECLARATION OF JILL VECCHI, ESQ.,
ATTACHING REVISED CLASS NOTICE**

Date: August 1, 2025
Time: 10:30 a.m.
Reservation No.: A-334389001

Complaint Filed: February 7, 2023
Trial Date: None Set

1 I, JILL VECCHI, declare as follows:

- 2 1. I am a partner at Mara Law Firm, PC and counsel of record for Plaintiff and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California.
4 The following facts are within my personal knowledge and, if called to testify, I could and
5 would competently testify thereto.
- 6 2. I reviewed the Court's tentative ruling on Plaintiff's Motion for Preliminary Approval.
- 7 3. Based upon the Court's tentative ruling, the Parties revised the Notice of Class Action
8 Settlement ("Class Notice") which is attached in redline version hereto as **Exhibit 1**.
- 9 4. The Parties are also submitting a revised proposed order. A redlined version of the
10 proposed order is attached hereto as **Exhibit B**.

11 I hereby declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13
14 Dated: July 24, 2025

MARA LAW FIRM, PC

15
16 

Jill Vecchi, Esq.
Representing Plaintiff ERIC WARD,
on behalf of himself, all others similarly situated,
and on behalf of the general public

Exhibit *A*

CALIFORNIA SUPERIOR COURT, COUNTY OF SACRAMENTO
Eric Ward, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v.
Learning Arts Corporation, Defendant
Case No. 34-2023-00334389 (Consolidated with Case No. 34-2023-00336386) (“Complaints” or “Actions”)

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

TO: All persons who worked for Learning Arts Corporation (“Defendant”) as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

If you need help understanding this notice, or if you would like a copy in another language, please contact the Settlement Administrator toll free at [INSERT].

The California Superior Court, County of Sacramento has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$[INSERT] (less withholding) and your Individual PAGA Settlement Share is estimated to be \$[INSERT]**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked [INSERT] workweeks** during the Class Period (the Class Period is February 7, 2019 through December 31, 2024) and **you worked [INSERT] pay periods** during the PAGA Period (the PAGA Period is December 23, 2021 through December 31, 2024). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from February 7, 2019 through December 31, 2024 (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **July 18, 2025** at 9:00 a.m., in the California Superior Court, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. What Is This Case About?

A class action complaint was filed by Eric Ward on February 7, 2023, in Sacramento County Superior Court (Case No. 34-2023-00334389) asserting the following causes of action: (1) Failure to Pay all Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intention Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; and (9) Unfair Competition.

On December 23, 2022, Plaintiff Eric Ward provided notice to the Labor and Workforce Development Agency ("LWDA") in accordance with the Private Attorneys General Act of 2004 ("PAGA"). Thereafter, on March 18, 2023, Plaintiff filed a complaint against Defendant alleging violations of the PAGA. This PAGA action was consolidated with Plaintiff's earlier filed class action on November 13, 2023.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. Am I a Class Member? Am I a PAGA Member?

You are a Class Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from February 7, 2019 through December 31, 2024.

You are a PAGA Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from December 23, 2021 through December 31, 2024.

4. How Does This Class Action Settlement Work?

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from December 23, 2021 through December 31, 2024. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2025 at 9:00 a.m., in Department 22 before Judge Lauri Damrell, located at 720 9th Street, Sacramento, California 95814. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed. You do not need to, but may, attend the Final Approval Hearing remotely by using the following Zoom link or telephone number:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/ssdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Defendant Learning Arts
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	DUGGAN McHUGH LAW CORPORATION Jennifer E. Duggan jennifer@dugganmchugh.com Katie Collins katie@dugganmchugh.com 641 Fulton Avenue, Suite 100 Sacramento, California 95825 Telephone: (916) 550-5309

The Court has decided that Mara Law Firm, PC, is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) set forth your name, address, telephone number and last four digits of the Social Security Number; (b) be signed by you; (c) be returned to the Settlement Administrator; (d) clearly state that you do not wish to be included in the Settlement; and (e) be faxed or postmarked on or before **[the Response Deadline]**.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **[the Response Deadline]**. The objection must include: (a) your full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement of whether you intend to appear at the final approval hearing.

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Questions? Call the Settlement Administrator toll free at **[INSERT]** or visit [www.\[INSERT\].com](http://www.[INSERT].com)

Class Members may alternatively appear at the Final Approval Hearing, either in person or through the objector's own counsel. Class Members may appear and object at the Final Approval Hearing as an alternative to submitting a written objection.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims, which are: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid straight time and minimum wages; (d) all claims for failure to adopt a compliant sick pay/paid time off policy; (e) all claims for the failure to timely pay wages upon termination based on the preceding claims; (f) all claims for the failure to timely pay wages during employment based on the preceding claims; (g) all claims for wage statement violations based on the preceding claims; and (h) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Additionally, PAGA Members will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims are: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$850,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount not to exceed \$10,000 for prosecution of the Actions, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated to be \$21,550; (3) a payment of \$50,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorneys' fees and an amount not to exceed \$50,000 for litigation costs. All of these payments are subject to Court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as

¹ "Released Parties" mean Defendant, its past or present officers, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

“Participating Class Members.” Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. To arrive at this amount, Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated “Individual Settlement Payment” from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

C. How Individual PAGA Payments are Calculated

If you are a PAGA Member under the settlement, you will also receive a portion of the PAGA Fund. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all PAGA Members. PAGA Members will receive a pro-rated share of the Net Settlement Amount based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. To arrive at this amount, Defendant will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s “Individual Settlement Payment” will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Pay Period Value. The entire Net PAGA Settlement Amount will be disbursed to all PAGA Members.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of February 7, 2019 through December 31, 2024.

If you are also a PAGA Member, you will receive a share of the PAGA Fund. Based upon the calculation above, your approximate share of the PAGA Fund, is as follows: \$ [REDACTED]. This is based on the Class Data which shows you worked [REDACTED] pay periods during the period of December 23, 2021 through December 31, 2024.

If you believe the number of workweeks or pay periods attributed to you is incorrect, you must contact the Settlement Administrator no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

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Questions? Call the Settlement Administrator toll free at [INSERT] or visit www.[INSERT].com

Twenty-percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendant separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty-percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are a PAGA Member, your Individual PAGA Payment will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Member an IRS Form 1099 with respect to his/her Individual PAGA Payment.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Deleted: State of

Deleted: 's Unpaid Wage

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorney fees and \$50,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and creating an account. Once you have created an account, access the Public Portal at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. Then, click "Searches." On the next page, select "Case Number Search." Enter the Case Number "34-2023-00334389" on the next page. You can also obtain the Court docket or by visiting the office of the Court at 720 9th Street, Sacramento, California 95814 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the "Learning Arts" Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

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Questions? Call the Settlement Administrator toll free at [\[INSERT\]](#) or visit [www.\[INSERT\].com](#)

Exhibit B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

ERIC WARD on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION;
and DOES 1-100,
Defendants.

Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No.
34-2023-00336386)

*[Assigned for All Purposes to the
Honorable Lauri A. Damrell; Dept. 22]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF ERIC WARD'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING OF FINAL
APPROVAL HEARING DATE**

Date: July 18, 2025
Time: 9:00 a.m.
Reservation No.: A-334389001

Complaint Filed: February 7, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Eric Ward has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of
5 Class and PAGA Settlement and Release of Claims (the “Agreement”), which together with the
6 exhibit annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of
7 judgment upon the terms and conditions set forth therein. The Court has read and considered the
8 Memorandum of Points and Authorities in support of Plaintiff’s Motion for Preliminary Approval
9 of Class Action and PAGA Settlement, Conditional Certification, Approval of Class Notice, and
10 Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of
11 this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
21 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
28 Representative, and his appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
3 requirements of due process.

4 6. The proposed Notice of Class Action Settlement (“Class Notice”) attached as
5 **Exhibit A** hereto complies with due process because the notice of proposed class action settlement
6 is reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the
7 terms of the proposed Agreement; and (iii) their rights, including the right to either participate in
8 the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff’s
9 proposed plan for class notice and settlement administration is the best notice practicable under
10 the circumstances.

11 7. Specifically, Class Members can respond to the Class Notice in the following ways:

12 a. Class Members can request to be excluded from the settlement by
13 submitting a timely letter indicating a request to be excluded from the Settlement Class. The
14 Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits
15 of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the
16 Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class
17 Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or
18 before the Response Deadline.

19 b. Class Members can object to the settlement by submitting a valid and timely
20 written objection. For the Notice of Objection to be valid, it must include: (a) the objector’s full
21 name, signature, address, and telephone number, (b) a written statement of all grounds for the
22 objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or
23 other documents upon which the objection is based; and (d) a statement whether the objector
24 intends to appear at the final fairness hearing. Class Members may appear and object at the Final
25 Approval Hearing as an alternative to submitting a written objection.

26 c. Class Members will have an opportunity to dispute the information
27 provided in their Class Notices. To the extent Class Members dispute their employment dates or
28 the number of Workweeks on record, Class Members may produce evidence to the Settlement

1 Administrator showing that such information is inaccurate. Defendant's records will be presumed
2 correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
3 Parties will work in good faith to resolve it. All disputes must be submitted by the Response
4 Deadline, and will be decided within ten (10) business days after the Response Deadline.

5 **III. ORDER**

6 The Court having considered the papers submitted in support of the motion for preliminary
7 approval, HEREBY ORDERS THE FOLLOWING:

8 1. The Court finds on a preliminary basis that the provisions of the Agreement are
9 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

10 2. The following Class is conditionally certified for purposes of settlement only: All
11 persons who worked for Defendant as non-exempt, hourly paid employees in the State of
12 California at any time from February 7, 2019 through December 31, 2024.

13 3. The Agreement provides for the following release as to Participating Class
14 Members,¹ which is hereby approved conditionally: All claims, rights, demands, liabilities, and
15 causes of action, reasonably arising from, or reasonably related to, the same set of operative facts
16 as those set forth in the operative complaint during the Class Period, including: (a) all claims for
17 unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid straight
18 time and minimum wages; (d) all claims for failure to adopt a compliant sick pay/paid time off
19 policy; (e) all claims for the failure to timely pay wages upon termination based on the preceding
20 claims; (f) all claims for the failure to timely pay wages during employment based on the preceding
21 claims; (g) all claims for wage statement violations based on the preceding claims; and (h) all
22 claims asserted through California Business & Professions Code §§ 17200, *et seq.* The Class
23 Period is February 7, 2019 through December 31, 2024.

24 4. This settlement also releases claims under the Private Attorneys General Act of
25 2004 ("PAGA"). These claims are asserted on behalf of PAGA Members defined as: All persons
26 who worked for Defendant as non-exempt, hourly paid employees in the State of California at any
27

28 ¹ Participating Class Members are all Class Members who do not submit timely and valid Requests
for Exclusion. .

1 time from December 23, 2021 through December 31, 2024. PAGA Members may not request to
2 be excluded from the PAGA portion of the settlement, including the Released PAGA Claims. All
3 Aggrieved Employees will receive a portion of the PAGA Payment.

4 5. The Agreement provides for the following release as to PAGA Members, which is
5 hereby approved conditionally: All claims for civil penalties under California Labor Code §§ 2698,
6 *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in
7 Plaintiff's LWDA letter during the PAGA Period. The PAGA Period is December 23, 2021
8 through December 31, 2024.

9 6. The settlement appears to be fair, adequate and reasonable to the Class. The
10 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
11 only to any objections that may be raised at the final approval hearing and final approval by this
12 Court.

13 7. Plaintiff Eric Ward is conditionally approved as the Class Representative for the
14 Class.

15 8. The Court acknowledges the request for an incentive payment of \$10,000 to
16 Plaintiff Eric Ward for his service as class representative which will be decided at the time of Final
17 Approval.

18 9. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

19 10. The Court acknowledges the request for awards of up to \$283,050 in attorneys' fees
20 and up to \$50,000 in actual costs payable to Class Counsel which will be decided at the time of
21 Final Approval.

22 11. A final approval hearing on the question of whether the settlement, attorneys' fees
23 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
24 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 22 on
25 the date and time set forth in the Implementation Schedule below.

26 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

27 13. The proposed payment of \$21,550 in costs to ILYM Group, Inc. for its services as
28 the Settlement Administrator is conditionally approved.

14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of \$50,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved Employees).

15. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the Class Notice by first class mail to Class Members in English in accordance with the Implementation Schedule below. The Court also directs the Settlement Administrator to email, to the extent Defendant has email addresses on file, the Class Notice to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class List to Settlement Administrator:	20 calendar days after the date of this Order (i.e., August 21, 2025, if this Order is entered on August 1, 2025)
Deadline for Settlement Administrator to Mail Class Notices to Class Members	10 calendar days after receiving the Class List (i.e., September 1, 2025, if this Order is entered on August 1, 2025)
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 days after the mailing of the Class Notice (i.e., October 31, 2025, if this Order is entered on August 1, 2025)

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Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes	15 days after the Response Deadline (<i>i.e.</i> , November 17 , 2025, if this Order is entered on August 1 , 2025)
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the final approval hearing (November 18, 2025, if the final approval hearing is December 12, 2025)
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the final approval hearing (November 18, 2025, if the final approval hearing is December 12, 2025)
Deadline for the Parties to Respond to Objections, if Any	16 court days prior to the final approval hearing (November 18, 2025, if the final approval hearing is December 12, 2025)
Final Approval Hearing and Final Approval	December 12, 2025 at 9:00 a.m.

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IT IS SO ORDERED.

Dated: _____, 2025

By _____
Honorable Lauri A. Damrell
Judge of the Superior Court