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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

CHE'TERRA YOUNG, an Individual, on behalf  
of herself and all others similarly situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: **23STCV07449**

**CLASS AND REPRESENTATIVE  
ACTION**

**Assigned For All Purposes To:**  
**Hon. Kenneth R. Freeman**

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

Date: March 27, 2025  
Time: 10:00 a.m.  
Dept.: 14

Complaint filed: April 5, 2023  
Trial Date: None Set

1 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement came  
2 before this Court on March 27, 2025. The Court, having considered the proposed Settlement Agreement  
3 and Release of Class Action ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Preliminary  
4 Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)  
6 the Settlement is fair, adequate and reasonable to the Class when balanced against the possible risks of  
7 further litigation, including issues relating to class certification, liability, calculating damages, and potential  
8 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties  
9 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial  
10 cost, delay and risk presented by further litigation of the action; and (4) the Settlement was reached after  
11 serious, informed, and non-collusive negotiations, which were conducted at arms'-length by experienced  
12 counsel with the assistance of a reputable mediator.

13 2. The Court finds on a preliminary basis the Settlement Agreement, attached as Exhibit A  
14 to the Declaration of Michael D. Singer, incorporated, and made a part of this Order of preliminary  
15 approval, appears to be within the range of reasonableness of a settlement which could ultimately be  
16 given final approval by this Court.

17 3. The Court conditionally certifies and approves, for settlement purposes only, the  
18 following Class as set forth in the Settlement Agreement:

19 All current and former non-exempt, hourly-paid employees who worked for Defendant  
20 in California at any time from April 5, 2019 through July 30, 2024 ("Class Period").

21 4. This class includes all Class Members other than those who exclude themselves by timely  
22 submitting a valid Request for Exclusion in accordance with the requirements set forth in the Notice and  
23 Settlement Agreement.

24 5. For the purposes of this Settlement, David Markham and Lisa Brevard of The Markham  
25 Law Firm and Isam C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan Khoury & Singer  
26 are hereby preliminarily appointed as Class Counsel and shall represent the Class Members in this Class  
27 Action. Any Class Member may enter an appearance in the Class Action, at their own expense, either  
28 individually or through counsel of their own choice. However, if they do not enter an appearance, they

1 will be represented by Class Counsel.

2           6.       For the purposes of this Settlement, Plaintiff Cheterra Young is hereby preliminarily  
3 appointed as the Class Representative.

4           7.       The Court confirms Phoenix Settlement Administrators as the Settlement Administrator  
5 and preliminarily approves that Settlement administrative costs shall be paid in accordance with the  
6 Settlement Agreement and deducted from the Gross Settlement Amount. To the extent the actual costs  
7 of administration of the Settlement are less than the amount anticipated by the Settlement Agreement,  
8 the remainder shall become part of the Net Settlement Amount. The cost of administration includes all  
9 tasks required of the Settlement Administrator by this Agreement, including the issuance of the Notice  
10 to Class Members. Phoenix Settlement Administrators is directed to perform all other responsibilities set  
11 forth for the Settlement Administrator as set forth in the Settlement Agreement.

12           8.       A Final Approval Hearing shall be held on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. before  
13 the Honorable Kenneth R. Freeman in Department 14 of the Superior Court for the County of Los  
14 Angeles. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should  
15 be finally approved by the Court as fair, reasonable and adequate and in the best interests of the Class  
16 Members; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs; (c)  
17 determine the reasonableness of the Incentive Award requested for the Class Representative; and (d)  
18 order entry of Judgment in the Class Action, which shall constitute a complete Release and bar with  
19 respect to the Released Claims described in Section 1.33 of the Settlement Agreement.

20           9.       The Court hereby approves, as to form and content, the Notice and Settlement Share  
21 Form attached as **Exhibits 1-2** to the Settlement Agreement and incorporated by reference herein. The  
22 Court finds the dates and procedure for mailing and distributing the Notice to Class Members in the  
23 manner set forth in the Settlement Agreement meets the requirements of due process and is the best  
24 notice practicable under the circumstances and shall constitute due and sufficient notice to all persons  
25 entitled thereto.

26           10.      The Court directs the mailing of the Court approved Notice via U.S. First Class mail to  
27 Class Members in accordance with the schedule and procedures set forth in the Settlement.

28 ///

- 1 a. Within twenty-one (21) calendar days of the entry of this Order, Defendant will  
2 provide the Settlement Administrator the Class Data in an electronic format showing:
- 3 i. the full name, last known address, telephone number, and Social Security  
4 Number of each Class Member; and
- 5 ii. the information necessary to determine the estimated settlement allocation to  
6 each Settlement Class Member, including without limitation, the total number  
7 of workweeks worked by each Settlement Class Member and the pay periods  
8 worked by each PAGA Employee within the relevant time period.
- 9 b. The Settlement Administrator shall mail to Class Members' last known address the  
10 Notice within fourteen (14) calendar days after the Settlement Administrator receives  
11 the Class Data from Defendant. If a mailing is returned as undeliverable to a Class  
12 Member, then the Settlement Administrator will use reasonable efforts, as set forth in  
13 the Settlement, to obtain a valid current address for that Class Member, and shall send,  
14 by first-class mail, a second copy of the mailing to the Class Member. Prior to the  
15 Notice Mailing Date, the Settlement Administrator shall establish the toll-free line and  
16 website where the notice shall be posted, and include this information within the  
17 Notice. Should the Class Notice be re-mailed as provided in this Settlement  
18 Agreement, the Response Deadline will be extended an additional fifteen (15) calendar  
19 days from the date of re-mailing, even if this results in an extension of the otherwise-  
20 applicable 60-day Response Deadline.

21 11. Class Members may request exclusion from the Class by submitting a Request for  
22 Exclusion. In order to be valid, the Request for Exclusion must be signed and postmarked to the  
23 Settlement Administrator no later than sixty (60) days after the date the Notice was first mailed. If a Class  
24 Member submits a Request for Exclusion that fails to include all required information or that cannot be  
25 verified by the Settlement Administrator as being an authentic submission by the Class Member, it will  
26 be considered invalid, and the Settlement Administrator shall mail notification of the deficiency to the  
27 Class Member. Any Class Member who submits a valid and timely Request for Exclusion will not be  
28 entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right

1 to object, appeal or comment thereon (aside from any recovery allocated to PAGA penalties under the  
2 Settlement and the release of claims under PAGA). Class Members who fail to submit valid and timely  
3 Request for Exclusion shall be bound by all terms of the Settlement and any Final Judgment.

4       12.     Class Members who do not submit a Request for Exclusion may object to the Settlement  
5 and appear at the Final Approval Hearing to show cause why the proposed Settlement should not be  
6 approved, Judgment in the Class Action should not be entered, and to present any opposition to the  
7 application of Class Counsel for attorneys' fees, costs and expenses, or the Class Representative's  
8 Incentive Award. In order to object to the proposed Settlement in writing, the Class Member must  
9 submit an objection to the Settlement Administrator, stating the basis for the objection, no later than  
10 sixty (60) days after the date the Class Notice was first mailed. The objecting party may also appear  
11 personally or through counsel at the Final Approval Hearing, whether or not the objecting party had  
12 submitted a written objection, but no appearance is required for an objection to be considered by the  
13 Court. Any Class Member who does not make his or her objection in the manner provided for herein  
14 shall be deemed to have waived such objection and shall forever be foreclosed from making any objection  
15 to the fairness or adequacy of the proposed Settlement Agreement or to the award of attorneys' fees and  
16 costs and expenses to Class Counsel and/or the Incentive Award to the Class Representative unless  
17 otherwise ordered by the Court. The administrator will verify the final number of opt-outs and/or  
18 objections in a declaration to be filed with the Court concurrently with the final approval motion. Plaintiff  
19 and/or Defendant may file responses to any properly filed objections at least five (5) court days before  
20 the date of the Final Approval Hearing. The administrator will give notice to any objecting party of any  
21 continuance of the Final Approval Hearing.

22       13.     The Court hereby preliminarily approves the definition and disposition of the Class  
23 Settlement Amount as that term is defined in the Settlement Agreement. The Court preliminarily  
24 approves the distribution of Class Settlement Amount, all subject to the Court's Final Approval of the  
25 Settlement at the Final Approval Hearing. Assuming the Settlement receives Final Approval, Defendant  
26 shall be required to pay only the Class Settlement Amount in the total amount of Two Hundred Twenty-  
27 Five Thousand Dollars (\$225,000.00), plus employer payroll taxes separate and in addition to the Gross  
28 Settlement Amount.

14. Upon entry of Judgment by the Court in accordance with the Settlement Agreement, the Class Members shall fully and finally Release and discharge the Released Parties from the claims released in the Settlement, as provided in Settlement Agreement.

15. The following dates shall govern for the purpose of this Settlement.

| Schedule for Execution of Settlement                                                                              |                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No later than twenty-one (21) calendar days after the entry of this Order [by _____]                              | Last day for Defendant to provide Class Data to Settlement Administrator.                                                                                                                                                                               |
| No more than fourteen (14) calendar days after Settlement Administrator receives Class Data [by _____]            | Last day for Settlement Administrator to mail Notice to Class Members.                                                                                                                                                                                  |
| No more than sixty (60) calendar days after mailing of Notice [on or before _____, unless extended by re-mailing] | Last day to object to or opt out of the Settlement.                                                                                                                                                                                                     |
| No later than sixteen (16) court days before the Final Approval Hearing [by _____]                                | Last day to file papers in support of the Settlement and any application for reimbursement of attorneys' fees and expenses, Class Representative's Incentive Award, including any expenses associated with or incurred by the Settlement Administrator. |
| No later than five (5) court days before the Final Approval Hearing [by _____].                                   | Last day for Plaintiff's counsel and/or Defendant's counsel to file a response to any properly filed objection to the Settlement by a Class Member.                                                                                                     |
| _____                                                                                                             | Final Approval Hearing.                                                                                                                                                                                                                                 |

16. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

17. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); (iii) Plaintiff or Defendant elect to void the Settlement as provided under the terms of the Settlement Agreement; or (iv) the Settlement does not become final for any other reason, the Settlement and related Class shall be null and void and any order or judgment entered by this

1 Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the  
2 Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses  
3 as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed  
4 in all respects as if the Settlement Agreement had not been executed.

5 18. If, for any reason, the Settlement Agreement is not finally approved or does not become  
6 effective, this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or  
7 effect whatsoever, and the Action shall proceed as if no settlement had been attempted.

8 **IT IS SO ORDERED.**

9  
10 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Kenneth R. Freeman  
Judge of the Superior Court