

David R. Markham (SBN 071814)
dmarkham@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect St., Ste. 200
La Jolla, CA 92037
Tel.: (619) 399-3995 / Fax: (619) 323-1684

Isam Khoury (SBN 58759)
ikhoury@ckslaw.com
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Maggie Realin (SBN 263639)
mrealin@ckslaw.com
COHELAN KHOURY & SINGER
605 C St., Suite 200
San Diego, CA 92101
Tel.: (619) 595-3001 / Fax: (619) 595-3000
Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA 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. Timothy Patrick Dillon

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

Non-Appearence Case Review

Date: November 14, 2025

Dept.: 15

Complaint filed: April 5, 2023

Trial Date: None Set

1 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement
2 came before this Court on October 28, 2025 and November 14, 2025. The Court, having considered
3 the proposed Amended Settlement Agreement and Release of Class Action ("Settlement Agreement"
4 or "Settlement"), Plaintiff's Motion for Preliminary Approval, and all papers filed in support,
5 **HEREBY ORDERS THE FOLLOWING:**

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

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

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

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

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

25 5. For the purposes of this Settlement, David Markham and Lisa Brevard of The
26 Markham Law Firm and Isam C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan
27 Khoury & Singer are hereby preliminarily appointed as Class Counsel and shall represent the Class
28 Members in this Class Action. Any Class Member may enter an appearance in the Class Action, at

1 their own expense, either individually or through counsel of their own choice. However, if they do
2 not enter an appearance, they will be represented by Class Counsel.

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

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

14 8. A Final Approval Hearing shall be held on March 25, 2026, at 10:00 a.m. before the
15 Honorable Timothy Patrick Dillonin Department 15 of the Superior Court for the County of Los
16 Angeles. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement
17 should be finally approved by the Court as fair, reasonable and adequate and in the best interests of
18 the Class Members; (b) determine the reasonableness of Class Counsel's request for attorneys' fees
19 and costs; (c) determine the reasonableness of the Incentive Award requested for the Class
20 Representative; and (d) order entry of Judgment in the Class Action, which shall constitute a complete
21 Release and bar with respect to the Released Claims described in Section 1.33(a) & (b) of the
22 Settlement Agreement.

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

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

3 a. Within twenty-one (21) calendar days of the entry of this Order, Defendant will
4 provide the Settlement Administrator the Class Data in an electronic format
5 showing:

6 i. the full name, last known address, telephone number, and Social Security
7 Number of each Class Member; and

8 ii. the information necessary to determine the estimated settlement allocation to
9 each Settlement Class Member, including without limitation, the total
10 number of workweeks worked by each Settlement Class Member and the
11 pay periods worked by each PAGA Employee within the relevant time
12 period.

13 b. The Settlement Administrator shall mail to Class Members' last known address the
14 Notice within fourteen (14) calendar days after the Settlement Administrator
15 receives the Class Data from Defendant. If a mailing is returned as undeliverable to
16 a Class Member, then the Settlement Administrator will use reasonable efforts, as
17 set forth in the Settlement, to obtain a valid current address for that Class Member,
18 and shall send, by first-class mail, a second copy of the mailing to the Class
19 Member. Prior to the Notice Mailing Date, the Settlement Administrator shall
20 establish the toll-free line and website where the notice shall be posted, and include
21 this information within the Notice. Should the Class Notice be re-mailed as
22 provided in this Settlement Agreement, the Response Deadline will be extended an
23 additional fifteen (15) calendar days from the date of re-mailing, even if this results
24 in an extension of the otherwise-applicable 60-day Response Deadline.

25 11. Class Members may request exclusion from the Class by submitting a Request for
26 Exclusion. In order to be valid, the Request for Exclusion must be signed and postmarked to the
27 Settlement Administrator no later than sixty (60) days after the date the Notice was first mailed. If a
28 Class Member submits a Request for Exclusion that fails to include all required information or that

1 cannot be verified by the Settlement Administrator as being an authentic submission by the Class
2 Member, it will be considered invalid, and the Settlement Administrator shall mail notification of the
3 deficiency to the Class Member. Any Class Member who submits a valid and timely Request for
4 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the
5 Settlement or have any right to object, appeal or comment thereon (aside from any recovery allocated
6 to PAGA penalties under the Settlement and the release of claims under PAGA). Class Members who
7 fail to submit valid and timely Request for Exclusion shall be bound by all terms of the Settlement
8 and any Final Judgment.

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

27 13. The Court hereby preliminarily approves the definition and disposition of the Class
28 Settlement Amount as that term is defined in the Settlement Agreement. The Court preliminarily

1 approves the distribution of Class Settlement Amount, all subject to the Court's Final Approval of the
2 Settlement at the Final Approval Hearing. Assuming the Settlement receives Final Approval,
3 Defendant shall be required to pay only the Class Settlement Amount in the total amount of Two
4 Hundred Twenty-Five Thousand Dollars (\$225,000.00), plus employer payroll taxes separate and in
5 addition to the Gross Settlement Amount.

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

9 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 December 5, 2025]	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 December 19, 2025]	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 February 17, 2026, 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 March 3, 2026]	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 March 18, 2026].	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.
March 25, 2026 at 10:00 a.m.	Final Approval Hearing.

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

18 ///

1
2 17. In the event: (i) the Court does not finally approve the Settlement as contemplated by
3 the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by
4 the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as
5 that term is defined by in the Settlement); (iii) Plaintiff or Defendant elect to void the Settlement as
6 provided under the terms of the Settlement Agreement; or (iv) the Settlement does not become final
7 for any other reason, the Settlement and related Class shall be null and void and any order or judgment
8 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In
9 such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their
10 respective statuses as of the date and time immediately prior to the execution of the Settlement, and
11 the Parties shall proceed in all respects as if the Settlement Agreement had not been executed.

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

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Honorable Timothy Patrick Dillon
Judge of the Superior Court