

1 Arrash T. Fattahi (SBN 333676)
2 arrash.fattahi@wilshirelawfirm.com
3 Courtney M. Miller (SBN 327850)
4 courtney.miller@wilshirelawfirm.com
5 Lisa B. Iturriaga (SBN 339678)
6 lisa.iturriaga@wilshirelawfirm.com
7 Arman A. Salehi (SBN 351112)
8 arman.salehi@wilshirelawfirm.com
9 **WILSHIRE LAW FIRM, PLC**
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

FILED Superior Court of California
County of Butte
APR 08 2026
Sharif Elmallah, Clerk
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE

ROBERTA JEAN LINOZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MAINS'L CALIFORNIA, LLC, a California
limited liability company; MAINS'L
SERVICES, INC., an unknown entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV01439

*Assigned for all purposes to:
Hon. Stephen E. Benson
Dept. 6*

SAB
**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: April 8, 2026
Time: 9:00 a.m.
Dept: 6

Complaint filed: June 1, 2023
Trial date: Not set

1 The Court has before it Plaintiffs Roberta Jean Linoz and Natalie Yang (“Plaintiffs”)
2 Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the
3 Motion for Preliminary Approval of Class Action and PAGA Settlement, the Declaration of
4 Arrash T. Fattahi, the Class, Collective, and Representative Action Settlement Agreement and
5 Release of Claims (which is referred to here as the “Settlement Agreement”), and good cause
6 appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendants Mains’l
11 California, LLC and Mains’l Services, Inc. (“Defendants,” and together with Plaintiffs, the
12 “Parties”), attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for
13 Preliminary Approval of Class Action and PAGA Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$1,400,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$50,000.00 allocation toward civil penalties under the Private Attorneys General Act
20 (“PAGA”), with 75% of which (\$37,500.00) will be paid to the State of California, Labor &
21 Workforce Development Agency (“LWDA”) and 25% (\$12,500.00) being paid to eligible
22 Aggrieved Employees; (c) Service Payment of up to \$10,000.00 for each Plaintiff (\$20,000.00
23 total); (d) Class Counsel’s attorneys’ fees, not to exceed thirty-five percent (35%) of the Gross
24 Settlement Amount (\$490,000.00), and up to \$30,000.00 in costs for actual litigation expenses
25 incurred by Class Counsel; and (e) Settlement Administration Costs of \$12,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the Class Representative Service Payment should
13 be finally approved as fair, reasonable and adequate as to the members of the Class is hereby
14 set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all persons who are or previously were directly employed by Mains'l
17 California, LLC and Mains'l Services, Inc., in California and classified as non-exempt
18 employees at any time during the Class Period."

19 6. "Class Period" means the period from June 1, 2019 through the date the Court
20 grants preliminary approval of the Settlement.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

1 8. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiffs Roberta Jean Linoz and Natalie Yang. The Court further preliminarily approves
3 Plaintiffs' ability to request Class Representatives Service Payments up to \$10,000.00 for each
4 Plaintiff (\$20,000.00 total).

5 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B.
6 Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further
7 preliminarily approves Class Counsel's ability to request attorneys' fees of up to thirty-five
8 percent (35%) of the Gross Settlement Amount (\$490,000.00), and costs not to exceed
9 \$30,000.00.

10 10. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix")
11 as the Settlement Administrator with reasonable administration costs estimated to be
12 \$12,000.00.

13 11. The Court approves, as to form and content, the Class Notice (attached to the
14 Settlement Agreement as **Exhibit A**), the Opt-Out Form/Request for Exclusion (attached to the
15 Settlement Agreement as **Exhibit B**), and the Notice of Objection to Class Action Settlement
16 (attached to the Settlement Agreement as **Exhibit C**). The Court finds on a preliminary basis
17 that plan for distribution of the Notice to Settlement Class Members satisfies due process,
18 provides the best notice practicable under the circumstances, and shall constitute due and
19 sufficient notice to all persons entitled thereto.

20 12. The Parties are ordered to carry out the Settlement according to the terms of the
21 Settlement Agreement.

22 13. Any class member who does not timely and validly request exclusion from the
23 Settlement may object to the Settlement Agreement.

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14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 21 calendar days from the date the Court enters the order granting preliminary approval of this Settlement (Settlement Agreement, ¶ 63.)
Settlement Administrator to mail the Notice Packets	Within 14 days after receipt of the Class Data from Defendant (Settlement Agreement, ¶ 64.)
Response Deadline	45 calendar days from the date the Notice is mailed to the Settlement Class members (Settlement Agreement, ¶ 20.)
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the calendared Final Approval Hearing (plus 2 court days for electronic service)
Final Approval Hearing	<u>7/22</u> , 2026 at <u>9:00 am</u> a.m./p.m. (suggested July 22, 2026 or as soon thereafter as may be heard by this Court.)

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 4/8/24


Hon. Stephen E. Benson
Butte County Superior Court