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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JOSHUA HOLLMAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

RACK ATTACK USA INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV034585

*[Assigned for All Purposes to the Hon.
Somnath Raj Chatterjee, Dept. 21]*

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

Preliminary Approval Hearing:

Date: December 30, 2025

Time: 2:30 p.m.

Dept: 21

Reservation ID: 225531471281

Action Filed: May 30, 2023

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came
2 before this Court on December 30, 2025, at 2:30 p.m., in Department 21 of the Superior Court
3 of California, County of Alameda, René C. Davidson Courthouse, located 1225 Fallon Street,
4 Oakland, California 94612. The Court, having considered the proposed Class Action and PAGA
5 Settlement Agreement and Class Notice entered into by and between Plaintiff Joshua Hollman
6 (“Plaintiff”) and Defendant Rack Attack USA Inc. (“Defendant,” and together with Plaintiff,
7 the “Parties”), attached as **Exhibit 2** to the Declaration of Arrash T. Fattahi in Support of
8 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (hereinafter
9 collectively, the “Settlement” or “Settlement Agreement”); having considered the Motion for
10 Preliminary Approval of Class Action and PAGA Settlement; having considered the points and
11 authorities and declarations submitted by the Parties in support thereof; and good cause
12 appearing, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
14 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
15 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
16 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
17 of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
18 and PAGA Settlement as **Exhibit 2**.

19 2. The Settlement falls within the range of reasonableness of a settlement which
20 could ultimately be given final approval by this Court, and appears to be presumptively valid,
21 subject only to any objections that may be raised at the Final Approval Hearing and final
22 approval by this Court. Defendant has agreed to pay \$275,000.00 to cover (a) Individual Class
23 Payments to Participating Class Members (class members who do not validly opt out); (b)
24 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$10,000.00 with 75%
25 (\$7,500.00) allocated to the California Labor & Workforce Development Agency (“LWDA”) PAGA
26 Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments to be paid to
27 aggrieved employees; (c) Class Representative Service Payment of up to \$10,000.00 to Plaintiff;
28 (d) Class Counsel Fees Payment not to exceed one third (1/3) of the Gross Settlement Amount

1 (currently \$91,666.67) and Class Counsel Litigation Expenses Payment up to \$25,000.00 for
2 actual litigation expenses incurred by Class Counsel; and (e) Administrator Expenses Payment
3 not to exceed \$7,500.00.

4 3. The Court preliminarily finds that the terms of the Settlement appear to be within
5 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
6 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
7 and reasonable to the class members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant informal discovery, investigation, research, and litigation have been conducted such
10 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
11 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
12 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
13 the result of intensive, serious, and non-collusive negotiations between the Parties with the
14 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
15 that the Settlement Agreement was entered into in good faith.

16 4. A final fairness hearing on the question of whether the proposed Settlement,
17 attorneys' fees and costs to Class Counsel, payment to the LWDA and aggrieved employees for
18 their share of the settlement of claims for penalties under the PAGA, and the Class
19 Representative Service Payment should be finally approved as fair, reasonable and adequate as
20 to the members of the Class is hereby set in accordance with the Implementation Schedule set
21 forth below.

22 5. The Court provisionally certifies for settlement purposes only the following class
23 (the "Settlement Class"): "all persons employed by Defendant in California and classified as
24 non-exempt or hourly-paid employee who worked for Defendant during the Class Period."

25 6. "Class Period" means the period from May 30, 2019, to December 14, 2023.

26 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
28 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions

1 of law and fact that are common, or of general interest, to all Settlement Class Members, which
2 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
3 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
4 the interests of the Settlement Class Members; and (5) a class action is superior to other
5 available methods for the fair and efficient adjudication of the controversy.

6 8. The Court appoints as Class Representative, for settlement purposes only,
7 Plaintiff Joshua Hollman. The Court further preliminarily approves Plaintiff's ability to request
8 a Class Representative Service Payment of up to \$10,000.00.

9 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Arman A.
10 Salehi, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel.
11 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
12 up to one third (1/3) of the Gross Settlement Amount (currently \$91,666.67), and costs not to
13 exceed \$25,000.00.

14 10. The Court appoints Apex Class Action LLC as the Settlement Administrator with
15 reasonable administration costs estimated not to exceed \$7,500.00.

16 11. The Court approves, as to form and content the Class Notice, attached to the
17 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
18 Class Notice to Settlement Class Members satisfies due process, provides the best notice
19 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
20 entitled thereto.

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

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

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14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	21 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. 21 of the above-referenced courthouse.

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: _____

HON. SOMNATH RAJ CHATTERJEE
JUDGE OF THE SUPERIOR COURT