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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB - 2 2026

BY Jessica Cardez
JESSICA CARDEZ, DEPUTY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

15 CYNTHIA ARAUJO, individually, and on
16 behalf of other aggrieved employees pursuant
to the California Private Attorneys General
17 Act,

18 Plaintiff,

19 v.

20 CHURCH & DWIGHT CO., INC., a Delaware
21 corporation; and DOES 1 through 100,
inclusive,

22 Defendants.

Case No.: CIVSB2320517 [Lead]
[Consolidated Case No. CIVSB2324269]

Assigned for all purposes to:
Hon. Joseph T. Ortiz, Dept. S17

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

Preliminary Approval Hearing
Date: December 12, 2025
Time: 1:30 p.m.
Dept.: S17

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

1 The Motion for Preliminary Approval of Class and Representative Action Settlement
2 ("Motion") filed by Plaintiff Cynthia Araujo ("Plaintiff"), resolving the putative class and
3 representative action brought by Plaintiff against Defendant Church & Dwight Co., Inc.
4 ("Defendant;" together with Plaintiff, the "Parties") in the above-captioned consolidated action came
5 on regularly for hearing on December 12, 2025 at 1:30 p.m. before the Honorable Joseph T. Ortiz in
6 Department S17 of the above-captioned court located at 247 West Third St., San Bernardino, CA
7 92415. Having carefully considered the papers, arguments of counsel, and all matters presented to
8 the Court, and good cause appearing, the Court hereby GRANTS Plaintiff's Motion.

9 **THEREFORE, IT IS HEREBY ORDERED THAT:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 ("Settlement Agreement") attached as **Exhibit 1** to the Declaration of Anthony J. Orshansky in
12 Support of Plaintiff's Motion. This is based on the Court's determination that the settlement falls
13 within the range of possible approval as fair, adequate, and reasonable.

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
16 Settlement Agreement.

17 3. It appears to the Court on a preliminary basis that the settlement is fair, adequate and
18 reasonable. It appears to the Court that extensive investigation and research have been conducted
19 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions.
20 Additionally, it appears to the Court that the settlement, at this time, will avoid substantial additional
21 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
22 prosecution of the case. It further appears that the settlement has been reached as the result of
23 intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

24 4. The Court preliminarily finds that the settlement, including the allocations for the
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
26 Service Payment, Administrator Expenses Payment, and PAGA Penalties, including payment to the
27 California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees, and
28 Individual Class Payments to the Participating Class Members provided thereby, appear to be within

1 the range of reasonableness of a settlement that could ultimately be given final approval by this
2 Court. The Court has reviewed the monetary recovery that is being granted as part of the settlement,
3 and preliminarily finds that the monetary settlement awards made available to the Class Members
4 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
5 outcome of further litigation relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
7 requirements for certification under Cal. Civ. Proc. Code § 382, in that: (a) the Class is ascertainable
8 and so numerous that joinder of all members of the Class is impracticable; (b) common questions of
9 law and fact predominate, and there is a well-defined community of interest amongst the members
10 of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of
11 the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests
12 of the members of the Class; (e) a class action is superior to other available methods for the efficient
13 adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in
14 her individual capacity and as the representative of the Class.

15 6. The Court conditionally certifies, for settlement purposes only, the Class defined as
16 all current and former non-exempt California employees of Defendant at any time during the Class
17 Period, which is defined as the period from August 25, 2019 to January 31, 2025.

18 7. The Court provisionally appoints CounselOne, PC and Lawyers *for* Justice, PC as
19 counsel for the Class ("Class Counsel").

20 8. The Court provisionally appoints Plaintiff Cynthia Araujo as the representative of the
21 Class ("Class Representative").

22 9. The Court provisionally appoints CPT Group, Inc. to handle the administration of the
23 settlement ("Administrator").

24 10. Within fifteen (15) calendar days after entry of this Order, Defendant shall provide
25 the Settlement Administrator with the following information about each Class Member: full name,
26 last-known mailing address, Social Security number, number of workweeks during the Class Period,
27 and number of pay periods during the PAGA Period ("Class Data"), in conformity with the
28 Settlement Agreement.

1 11. The Court approves, both as to form and content, the proposed Court Approved
2 Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice")
3 attached as internal Exhibit A to the Settlement Agreement. The Class Notice shall be provided to
4 Class Members and Aggrieved Employees in the manner set forth in the Settlement Agreement. The
5 Court finds that the Class Notice appears to fully and accurately inform the Class Members and
6 Aggrieved Employees of all material elements of the Settlement Agreement, of Class Members'
7 right to be excluded from the class settlement by submitting an opt-out request to the Administrator,
8 of Participating Class Members' right to dispute the workweeks credited to each of them, and of
9 each Participating Class Member's right and opportunity to object to the class settlement (if they do
10 not opt out). The Court further finds that distribution of the Class Notice substantially in the manner
11 and form set forth in the Settlement Agreement and this Order, and all other dates set forth in the
12 Settlement Agreement and this Order, meet the requirements of due process and shall constitute due
13 and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to
14 mail the Class Notice by first class U.S. Mail to all Class Members and Aggrieved Employees within
15 ten (10) calendar days of receiving the information specified in paragraph 10 of this Order, pursuant
16 to the terms set forth in the Settlement Agreement.

17 12. The Court hereby preliminarily approves the proposed procedure set forth in the
18 Settlement Agreement for seeking exclusion from the class settlement. Any Class Member may
19 choose to be excluded from the class settlement by submitting a timely written request for exclusion
20 to the Administrator, postmarked no later than the Response Deadline. The Response Deadline shall
21 be forty-five (45) calendar days after the Settlement Administrator initially mails the Class Notice
22 to Class Members, plus an additional fourteen (14) calendar days for those Class Members whose
23 notices are remailed. Any such person who chooses to opt out of, and be excluded from, the class
24 settlement will not be entitled to recovery under the class settlement and will not have any right to
25 object, appeal, or comment on the settlement. Class Members who have not submitted a timely and
26 valid request to be excluded from the settlement (*i.e.*, Participating Class Members) shall be bound
27 by the Settlement Agreement and any final judgment based thereon. Class Members employed by
28 Defendant during the PAGA Period (*e.g.*, Aggrieved Employees), whether or not they submit a

1 request for exclusion as to the class portion of the settlement, will receive an Individual PAGA
2 Payment and will no longer be able to seek penalties under the PAGA (codified in Cal. Lab. Code §
3 2698 et seq.), for claims during the PAGA Period that were alleged or reasonably could have been
4 alleged based on the facts or legal theories alleged in the operative Complaint.

5 13. To object to the class settlement, a Participating Class Member should send his or her
6 objection to the Administrator, postmarked on or before the Response Deadline. However, the Court
7 will hear from any Participating Class Member who attends the Final Approval Hearing and asks to
8 speak regardless of whether he or she submitted a written objection. 2020

9 14. A Final Approval Hearing shall be held on June 18, at 1:30 a.m./p.m. in
10 Department S17 of the above-captioned court located at 247 West Third St., San Bernardino, CA
11 92415, to determine all necessary matters concerning the settlement, including: whether the
12 proposed settlement of the action on the terms and conditions provided for in the Settlement
13 Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
14 judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of
15 allocation contained in the Settlement Agreement should be approved as fair, adequate, and
16 reasonable to Participating Class Members and Aggrieved Employees; and whether to finally
17 approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment, Class Representative Service Payment, and Administrator Expenses Payment.

19 15. The deadline for Class Counsel to file a motion for final approval of the settlement
20 and requesting that the Court award the requested amounts for the Class Counsel Fees Payment,
21 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and
22 Administrator Expenses Payment, along with the appropriate declarations and supporting evidence,
23 including the Administrator's declaration, shall be pursuant to code (e.g., 16 court days prior to the
24 Final Approval Hearing). Class Counsel shall also submit a Proposed Final Approval Order and
25 Judgment, with a timeline to file a final report summarizing all distributions made pursuant to the
26 settlement, supported by declaration.

27 16. Except as required to implement the settlement, all proceedings and all litigation of
28 the action are stayed pending the Final Approval Hearing.

1 17. The settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the settlement is finally approved, neither the settlement, nor any
4 document, statement, proceeding or conduct related to the settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
6 deemed to be in evidence for any purpose adverse to Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
9 implementation, interpretation, or enforcement of the Settlement Agreement.

10 18. In the event the settlement does not become effective in accordance with the terms of
11 the Settlement Agreement, or the settlement is not finally approved, or is terminated, cancelled, or
12 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
13 and the Parties shall revert back to their respective positions as of before entering into the Settlement
14 Agreement.

15 19. The Court reserves the right to adjourn or continue the date of the Final Approval
16 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
17 Members and PAGA Members and retains jurisdiction to consider all further applications arising
18 out of or connected with the settlement.

19
20
21 Dated: Feb. 2, 2026


Hon. Joseph T. Ortiz
Judge of the Superior Court