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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

KENTON SAMUELS on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

WIS INTERNATIONAL, INC.; CHI
MANAGEMENT GROUP LP;
CROSSMARK, INC.; and DOES 1-100,

Defendants.

Case No. 23CV012186
(Consolidated with Case No. 24CV00311)

*[Assigned for all purposes to the
Honorable Jill Talley; Dept. 23]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF KENTON SAMUELS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: April 3, 2026
Time: 9:00 a.m.

Date Filed: November 22, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Kenton Samuels has applied to this Court for an
4 order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation
5 to Settle Class and PAGA Claims (the “Agreement”), which together with the exhibit annexed
6 thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon
7 the terms and conditions set forth therein. The Court has read and considered the Memorandum of
8 Points and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class Action
9 and PAGA Settlement, Conditional Certification, Approval of Class Notice, and Setting of Final
10 Approval Hearing Date and the declarations submitted therewith. For purposes of this Order, the
11 Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
21 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
28 Representative, and his appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
3 requirements of due process.

4 6. The proposed Notice of Proposed Class and Representative Action Settlement
5 (“Class Notice”) attached as **Exhibit A** hereto complies with due process because the notice of
6 proposed class action settlement is reasonably calculated to adequately apprise Class Members of:
7 (i) the pending lawsuit; (ii) the terms of the proposed Agreement; and (iii) their rights, including
8 the right to either participate in the settlement, exclude themselves from the settlement, or object
9 to the settlement. Plaintiff’s proposed plan for class notice and settlement administration is the best
10 notice practicable under the circumstances.

11 7. Specifically, Class Members can respond to the Class Notice in the following ways:

12 a. Class Members can request to be excluded from the settlement by
13 submitting a letter postmarked on or before the Response Deadline or, in the instance of a re-
14 mailed Class Notice, the Extended Response Deadline indicating a request to be excluded from
15 the class portion of the Settlement. The Opt-Out Notice must: (a) contain the full name, address,
16 and last four digits of the Social Security number of the Class Member requesting to opt-out; (b)
17 be signed and dated by the Class Member requesting to opt-out; (c) reference the Actions by name
18 and case number; and (d) contain a statement clearly indicating that the Class Member submitting
19 the request seeks to be excluded from the Settlement.

20 b. Participating Class Members can object to the settlement by submitting an
21 objection. All written objections must include: (1) the objector’s full name, address, last four digits
22 of his or her Social Security number, and signature; (2) the case name and number; (3) the factual
23 and legal basis, with supporting documents, if any, on which the objection is based; (4) whether
24 the objector is represented by an attorney and providing the contact information of any such
25 attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. Written
26 objections must be postmarked on or before the Response Deadline or, in the instance of a re-
27 mailed Class Notice, the Extended Response Deadline. Alternatively, or in addition to a written
28 objection, Class Members may appear at the Final Approval Hearing to make an oral objection.

1 c. Class Members will have an opportunity to dispute the information
2 provided in their Class Notice. If a Class Member disputes the number of pay periods credited to
3 him or her, the Class Member must submit a written dispute to the Settlement Administrator,
4 postmarked no later than the Response Deadline or, in the instance of a re-mailed Class Notice,
5 the, Extended Response Deadline. The dispute must: (a) contain the full name, address, and last
6 four digits of the Social Security number of the Class Member; (b) be signed and dated by the
7 Class Member; (c) reference the Actions by name and case number; (d) contain a statement clearly
8 indicating that the Class Member disputes the number of pay periods that are credited to him or
9 her and the number of pay periods that the Class Member claims should be credited to him or her;
10 and (e) attach supporting documentation, if any, that they may have.

11 **III. ORDER**

12 The Court having considered the papers submitted in support of the motion for preliminary
13 approval, HEREBY ORDERS THE FOLLOWING:

14 1. The Court finds on a preliminary basis that the provisions of the Agreement are
15 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

16 2. The following Class is conditionally certified for purposes of settlement only: All
17 current and former non-exempt California employees who worked for any of the Defendants in
18 California during the Class Period. The Class Period is November 22, 2019 through June 7, 2025,
19 unless modified due to Section III(P)(3) of the Agreement.

20 3. The Agreement provides for the following release as to Participating Class
21 Members,¹ which is hereby approved conditionally: Upon Defendants funding the Maximum
22 Settlement Amount, Plaintiff and all other Participating Class Members on behalf of themselves
23 and their respective past, present, and future representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, and each and all of them, shall and will be deemed to have
25 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
26 Released Parties from the Released Class Claims. The “Released Class Claims” means all claims,

27
28 ¹ Participating Class Members are Class Members who do not submit a timely and valid request
to opt-out of the Settlement.

1 debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether
2 statutory, common law or administrative, that were alleged in the Actions and/or LWDA Notices
3 or that reasonably could have been alleged based on the factual and/or legal allegations in the
4 Actions and/or LWDA Notices, including but not limited to failure to pay all wages owed,
5 including minimum wage, straight time compensation, overtime compensation, double-time
6 compensation, reporting time compensation, split shift premiums, and interest, whether due to
7 alleged off the clock work, alleged unpaid travel time, failure to correctly calculate the regular rate
8 of pay or any other theory of liability for the underpayment of wages; rounding and/or manipulation
9 of time records; the calculation of the regular rate of pay; failure to provide proper meal periods
10 or pay premiums at the regular rate of pay in lieu thereof; failure to provide proper rest breaks or
11 failure to pay premiums at the regular rate of pay in lieu thereof; failure to reimburse expenses;
12 illegal deductions; failure to timely pay wages at the time of separation of employment; failure to
13 timely pay wages during employment; failure to properly pay sick pay, including failure to pay at
14 the regular rate of pay; failure to properly pay vacation pay; failure to provide accurate wage
15 statements; failure to maintain accurate records, including payroll records and records of hours
16 worked and meal periods; failure to provide notice pursuant to Labor Code section 2810.5; failing
17 to properly implement an alternative workweek schedule; unfair business practices; penalties,
18 including but not limited to recordkeeping penalties, wage statement penalties, minimum wage
19 penalties, and waiting-time penalties; all claims arising under California Labor Code Sections 98,
20 200, 201-203, 204, 204(b), 210, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2, 226.3, 226.6,
21 226.7, 227.3, 233, 246, 248.2, 248.6, 256, 510, 511, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5,
22 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, 2698 et seq.,
23 and 2699 et seq.); claims for violations of the provisions of the applicable Wage Orders of the
24 California Industrial Welfare Commission that were alleged in the Actions and/or LWDA Notices
25 or that reasonably could have been alleged based on the factual and/or legal allegations in the
26 Actions and/or LWDA Notices, including, without limitation, Wage Orders 1-2001, 4-2001;
27 claims for violations of California Business and Professions Code Section 17200, et seq. for the
28 underlying claims that were alleged in the Actions and/or LWDA Notices or that reasonably could

1 have been alleged based on the factual and/or legal allegations in the Actions and/or LWDA
2 Notices; 8 CCR Sections 11040, 11110, and 3395; California Code of Civil Procedure Section
3 1021.5; and claims for violations of the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.
4 that reasonably could have been alleged based on the factual and/or legal allegations in the Actions
5 and/or LWDA Notices; claims for the attorney's fees and costs incurred in the prosecution of the
6 Actions on behalf of the Class Members; any other claims, remedies, penalties, or interest that
7 could have been pled based on the facts alleged in the Actions; and all claims that Plaintiff and/or
8 the Class Members may have against the Released Parties relating to: (i) the payment, taxation,
9 and allocation of attorney's fees and costs to Class Counsel pursuant to this Settlement Agreement;
10 and (ii) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this
11 Settlement Agreement. The release of the Released Class Claims shall be effective as to the entire
12 Class Period.

13 1. This settlement also releases claims under the Private Attorneys General Act of
14 2004 ("PAGA"). These claims are asserted on behalf of PAGA Employees defined as: All current
15 and former non-exempt California employees who worked for any of the Defendants in California
16 during the PAGA Period. The PAGA Period is November 6, 2022 through June 7, 2025, unless
17 modified due to Section III(P)(3) of the Agreement. PAGA Employees may not request to be
18 excluded from the PAGA portion of the Settlement, including the Released PAGA Claims. All
19 PAGA Employees will receive a portion of the PAGA Employee Fund.

20 2. The Agreement provides for the following release as to PAGA Employees, which
21 is hereby approved conditionally: Upon Defendants funding the Maximum Settlement Amount,
22 Plaintiff, the LWDA, the State of California, and all PAGA Employees on behalf of themselves
23 and their respective past, present, and future representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, and each and all of them, shall and will be deemed to have
25 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
26 Released Parties from the "Released PAGA Claims." The "Released PAGA Claims" means all
27 claims, actions, and causes of action for civil penalties, attorneys' fees, costs or interest arising
28 under the Private Attorneys General Act, California Labor Code Section 2698, et seq. that were

1 alleged or that reasonably could have been alleged in the Actions and/or the LWDA Notices based
2 on the factual allegations and legal theories contained in the Actions and/or the LWDA Notices,
3 including but not limited to, all claims for PAGA penalties concerning failure to pay all wages
4 owed, including minimum wage, straight time compensation, overtime compensation, double-time
5 compensation, reporting time compensation, split shift premiums, and interest, whether due to
6 alleged off the clock work, alleged unpaid travel time, failure to correctly calculate the regular rate
7 of pay or any other theory of liability for the underpayment of wages; rounding and/or manipulation
8 of time records; the calculation of the regular rate of pay; failure to provide proper meal periods
9 or pay premiums at the regular rate of pay in lieu thereof; failure to provide proper rest breaks or
10 failure to pay premiums at the regular rate of pay in lieu thereof; failure to reimburse expenses;
11 illegal deductions; failure to timely pay wages at the time of separation of employment; failure to
12 timely pay wages during employment; failure to properly pay sick pay, including failure to pay at
13 the regular rate of pay; failure to properly pay vacation pay; failure to provide accurate wage
14 statements; failure to provide notice pursuant to Labor Code section 2810.5; failing to properly
15 implement an alternative workweek schedule; failure to maintain accurate records, including
16 payroll records and records of hours worked and meal periods; penalties, including but not limited
17 to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time
18 penalties; and including without limitation any and all potential claims for penalties recoverable
19 under PAGA predicated upon Labor Code sections 98, 200, 201-203, 204, 204(b), 210, 218, 218.5,
20 221, 222, 223, 224, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 246, 248.2, 248.6, 256,
21 510, 511, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194-1197.1, 1198, 1199,
22 2800, 2802, 2810.5, and 2699 et. seq.; claims for violations of the provisions of the applicable
23 Wage Order(s) that were alleged in the Actions and/or LWDA Notices or that reasonably could
24 have been alleged based on the factual and/or legal allegations in the Actions and/or LWDA
25 Notices, including, without limitation, Wage Orders 1-2001, 4-2001; 8 CCR Sections 11040,
26 11110, and 3395; California Code of Civil Procedure Section 1021.5; claims for the attorney's
27 fees and costs incurred in the prosecution of the Actions on behalf of the PAGA Employees; all
28 claims that Plaintiff, State of California and PAGA Employees may have against the Released

1 Parties relating to the payment, and allocation of attorney's fees and costs to Plaintiff's Counsel
2 pursuant to this Settlement Agreement; and any other PAGA penalty claims whatsoever alleged in
3 the Actions or LWDA Notices, whether known or unknown, during the PAGA Period. The release
4 of the Released PAGA Claims shall be effective as to the entire PAGA Period.

5 1. The settlement appears to be fair, adequate and reasonable to the Class. The
6 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
7 only to any objections that may be raised at the final approval hearing and final approval by this
8 Court.

9 2. Plaintiff Kenton Samuels is conditionally approved as the Class Representative for
10 the Class.

11 3. The Court acknowledges the request for a Class Representative Service Award of
12 \$15,000.00 to Plaintiff Kenton Samuels for his service as class representative which will be
13 decided at the time of Final Approval.

14 4. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

15 5. The Court acknowledges the request for awards of up to \$2,122,875.00 in attorneys'
16 fees and up to \$30,000 in actual costs payable to Class Counsel which will be decided at the time
17 of Final Approval.

18 6. A final approval hearing on the question of whether the settlement, attorneys' fees
19 and costs to Class Counsel, and the Class Representative Service Award should be finally approved
20 as fair, reasonable and adequate as to Class Members is scheduled in Department 23 on the date
21 and time set forth in the Implementation Schedule below.

22 7. The Court confirms Apex as the Settlement Administrator.

23 8. The proposed payment of \$75,000.00 in costs to Apex for its services as the
24 Settlement Administrator is conditionally approved.

25 9. The Agreement provides from the Maximum Settlement Amount a PAGA Payment
26 of \$400,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and
27 25% of which shall be distributable to PAGA Employees).

28 10. The Court approves, as to form and content, the Class Notice in substantially the

form attached as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Class Notice.

11. The Court directs the mailing of the Class Notice by first class U.S. mail to Class Members in English and Spanish in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendants to submit Class Data List to Settlement Administrator	10 business days after the date of this signed Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days after receiving the Class Data List
Deadline for Class Members to Postmark Opt-Out Notices, Objections, or Disputes ("Response Deadline")	60 calendar days after the mailing of the Class Notice
Deadline for Class Members with Re-Mailed Class Notices to Postmark Opt-Out Notices, Objections, or Disputes	The Response Deadline or 15 calendar days after remailing of the Class Notice, whichever is later
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the final approval hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Opt-Out Notices, Objections, and Disputes	16 court days prior to the final approval hearing
Deadline for the Parties to Respond to Objections, if Any	16 court days prior to the final approval hearing
Final Approval Hearing	_____

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IT IS SO ORDERED.

Dated: _____, 2026

By _____
Honorable Jill Talley
Judge of the Superior Court