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

MARHAWIT MELLES and JOHN
RODRIGUES, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

HORIZON SERVICES, INCORPORATED, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23CV046524

*[Assigned for all purposes to the Hon. S. Raj
Chatterjee, Dept. 21]*

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

Preliminary Approval Hearing:

Date: November 10, 2026

Time: 2:30 p.m.

Dept.: 21

RES ID: 640998169155

Action Filed: October 4, 2023

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Marhawit Melles and John Rodrigues's (collectively
3 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"),
4 the Declaration of John G. Yslas, Plaintiffs' Declarations, and the Amended Class Action and PAGA
5 Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be
8 fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The
9 Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set
10 forth in the Settlement Agreement between Plaintiffs and Defendant Horizon Services, Incorporated
11 ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for
12 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**.

13 2. The Settlement falls within the range of reasonableness of a settlement which could
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only
15 to any objections that may be raised at the Final Approval Hearing and final approval by this Court.
16 The Court notes that Defendant has agreed to create a common fund of \$729,300.00 to cover (a)
17 settlement payments to Class Members who do not validly opt out; (b) a \$50,000.00 allocation
18 toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75%
19 of which (\$37,500.00) will be paid to California's Labor and Workforce Development Agency and
20 25% of which (\$12,500.00) will be paid to Aggrieved Employees; (c) a Class Representative Service
21 Payment of up to \$10,000.00 to Plaintiff Marhawit Melles and a Class Representative Service
22 Payment of up to \$7,500.00 to Plaintiff John Rodrigues (\$17,500.00 total); (d) Class Counsel's
23 attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to
24 be \$243,100.00), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class
25 Counsel; and (e) Settlement Administration Costs of up to \$9,100.00.

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

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

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

15 5. The Court provisionally certifies for settlement purposes only the following class (the
16 "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-exempt
17 employee at any time during the Class Period."

18 6. "Class Period" means the period from April 9, 2019, through February 7, 2026.

19 7. "Aggrieved Employees" means all persons who worked for Defendant in California
20 as an hourly-paid or non-exempt employee at any time during the PAGA Period.

21 8. "PAGA Period" means the period from January 11, 2023, through February 7, 2026.

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

and efficient adjudication of the controversy.

10. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Marhawit Melles and John Rodrigues. The Court further preliminarily approves Plaintiffs' ability to request a Class Representative Service Payment of up to \$10,000.00 to Plaintiff Marhawit Melles and a Class Representative Service Payment of up to \$7,500.00 to Plaintiff John Rodrigues (\$17,500.00 total).

11. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently estimated to be \$243,100.00), and costs not to exceed \$25,000.00.

12. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs not to exceed \$9,100.00.

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

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	14 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 Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 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 Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	March __, 2027, at _____ a.m./p.m. in Dept. 21 of the above-referenced Court

17. 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.

DATED: _____

HON. S. RAJ CHATTERJEE
JUDGE OF THE SUPERIOR COURT