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on behalf of herself and others similarly situated

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

TONYA DWYER, an individual on behalf
of herself and all others similarly situated ,

Plaintiff,

v.

PIN SETTERS, INC., a California
corporation doing business as COUNTRY
CLUB LANES; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV002452

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

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

Date: May 16, 2025
Time: 9:00 a.m.
Dept.: 23

Original Complaint Filed: February 8, 2024
First Amended Complaint Filed: April 12, 2024
Trial Date: None Set

ORDER

Plaintiff Tonya Dwyer (“Plaintiff”), on behalf of herself and other similarly situated employees of Defendant Pin Setters, Inc., dba Country Club Lanes (“Defendant”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class and PAGA Action Settlement (“Settlement Agreement”). The Motion was set for hearing on May 16, 2025 at 10:30 a.m. in Department 23 of the Sacramento Superior Court located at 720 Ninth Street, Sacramento, CA 95814. The Court, having considered the Settlement Agreement and the proposed Notice of Class Action and PAGA Settlement (“Class Notice”) which is attached as Exhibit A to the Settlement Agreement, the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of all persons who worked for Defendant as non-exempt employees at any time during the Class Period, which is the period from February 8, 2020, through January 18, 2025. (Kim Decl., Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.13).

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class Members’ claims all arise from the same alleged events and course of conduct, and are based on

1 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has
2 the same interests as all members of the Class, and they are represented by experienced and
3 competent counsel. The Court further finds, preliminarily and for settlement purposes only, that
4 common issues predominate over individual issues in this litigation and that class treatment is
5 superior to the other means of resolving this dispute.

6 6. The preliminary approval of the class action settlement includes the approval for
7 purposes of the Settlement of Emil Davtyan, David Yeremian, Natalie Haritounian, Enoch J.
8 Kim, Jonas Agle, and Antonia McKee of D.Law, Inc. as Class Counsel, Plaintiff Tonya Dwyer as
9 Class Representative, and Apex Class Action, LLC (“Apex”) as the Settlement Administrator.
10 Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or
11 consents required by or which may be given pursuant to the Settlement Agreement and such other
12 acts reasonably necessary to consummate the Settlement. The Settlement Administrator is
13 authorized to perform such acts as set forth in this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice advises the Class of the material terms and provisions of the
19 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
20 approved as to form and content. The Court approves the procedures set forth in the Settlement
21 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
22 forth in the Class Notice.

23 9. The Class Notice will be sent in a notice packet by first-class mail to the Class
24 Members in accordance with the schedule set forth in the Settlement Agreement. The dates
25 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
26 Settlement Agreement, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, and will constitute due and sufficient notice to all persons
28 entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded from the Class portion of the Settlement
3 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
4 request to be excluded from the Class portion of the Settlement consistent with the terms of the
5 Settlement Agreement (“Settlement Class Member”) shall be bound by the terms of the
6 Settlement Agreement.

7 11. Only Settlement Class Members may object to the Class portion of the Settlement,
8 including contesting the fairness of the Settlement, and/or amounts requested for the Class
9 Counsel Award, Settlement Administration Costs, and/or Class Representative Service Payment.
10 Settlement Class Members may send written objections to the Settlement Administrator, by fax,
11 email, or mail, by the deadline set forth in the Class Notice. Settlement Class Members may also
12 appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal
13 objections at the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement,
15 Class Counsel Award to Class Counsel for attorneys’ fees and reasonable expenses incurred in
16 connection with this Action, Class Representative Service Payment to Plaintiff for her service in
17 this Action, and Settlement Administration Costs should be approved as fair, reasonable, and
18 adequate as to the Class and whether the Settlement should be given final approval is scheduled
19 on: _____, 2025 at _____.m. Plaintiff shall file a motion for final approval of the
20 Settlement no later than 16 court days prior to the Final Approval Hearing.

21 13. The Settlement Agreement will not be construed as an admission or evidence of
22 either liability or the appropriateness of class certification in the non-settlement context, as more
23 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
24 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
25 not be granted final approval. If, for any reason, the Court does not grant final approval of the
26 Settlement, all evidence and proceedings held in connection therewith shall be without prejudice
27 to the status quo ante rights of the parties to the litigation as more specifically set forth in the
28 Settlement Agreement.

1 14. All further proceedings in this action are stayed except such proceedings necessary
2 to review, approve, and implement this Settlement.

3 15. The Court finds that all required notifications and submissions to the California
4 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
5 Motion have been made by Plaintiff in the time and manner specified under PAGA.

6 **IT IS SO ORDERED.**

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8 Dated: May__, 2025

Hon. Jill Talley
Judge of the Superior Court

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