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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 MAHOGANEE DAVIS, individually, and on
15 behalf of all others similarly situated,

16 *Plaintiff,*

17 v.

18 CAREER NETWORKS INSTITUTE, INC., a
19 California corporation, and DOES 1 through 10,
inclusive,

20 *Defendants.*
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Case No.: 30-2024-01389974-CU-OE-CXC

*[Assigned for All Purposes to the Hon. Layne
H. Melzer, Dept. CX-102]*

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

Preliminary Approval Hearing:

Date: March 26, 2026

Time: 2:00 p.m.

Dept.: CX-102

Court Reservation No. 74705803

Action Filed: March 28, 2024

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Mahoganee Davis's ("Plaintiff") Motion for Preliminary
3 Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas,
4 Plaintiff's declaration, and the Class Action and PAGA Settlement Agreement and Class Notice
5 ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate and reasonable, and in the best interests of the Class Members and therefore
8 meets the requirements for preliminary approval. The Court grants preliminary approval of the
9 Settlement and the Settlement Class based on the terms set forth in the Class Action and PAGA
10 Settlement Agreement between Plaintiff and Defendant Career Networks Institute, Inc.
11 ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for
12 Preliminary Approval of Class Action Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$825,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 an \$80,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75%
19 of which (\$60,000.00) will be paid to California's Labor & Workforce Development Agency
20 ("LWDA") and 25% of which (\$20,000.00) will be paid to Aggrieved Employees; (c) a Class
21 Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys'
22 fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently \$275,000.00), and
23 up to \$30,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
24 Settlement Administration Costs of up to \$7,500.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the Class Members when balanced against the probable outcome of further

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

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under the California Private Attorneys General Act, and the Class
12 Representative Service Payment should be finally approved as fair, reasonable and adequate as
13 to the members of the Class is hereby set in accordance with the Implementation Schedule set
14 forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "all current and former hourly, non-exempt employees who were employed by
17 Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing
18 agency, or professional employer organization, in the State of California during the Class
19 Period."

20 6. "Class Period" means the period from October 2, 2019, to March 11, 2025.

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

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Mahoganee Davis. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene Zinoeyev, John Brown, Emily Borman, Courtney M. Miller, and Gabriella Solé 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 \$275,000.00), and costs not to exceed \$30,000.00.

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

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the 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.

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

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

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	7 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 or PAGA Pay Periods, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Administrator Declaration: Last day for the Administrator to provide counsel with a Declaration in Support of the Motion for Final Approval	14 days before the last day to file the Motion for Final Approval of Settlement
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	July 24, 2026 at _____ a.m./p.m. or a date and time more convenient for the Court: _____, 2026, at _____ a.m./p.m., in Dept. CX-102 of the above-referenced Court.

15. Before mailing Class Notices, the Administrator shall update the Class Member addresses using the National Change of Address database.

16. Not later than five (5) days after the receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained.

17. The Administrator must provide written reports to Class Counsel and Defense Counsel on a weekly basis.

1 18. The Court further ORDERS that, pending further order of this Court, all
2 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 19. Pursuant to California Code of Civil Procedure section 664.6 and California Rules
4 of Court, rule 3.769(h), the Court shall retain jurisdiction over the parties to enforce the settlement.

5 **IT IS SO ORDERED.**

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8 DATE: _____

HON. LAYNE H. MELZER
JUDGE OF THE SUPERIOR COURT