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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

FRANKLIN LEON PORTER, on behalf of himself and all others similarly situated, and the general public, *Plaintiff*, v. YOLO WAYFARER CENTER (CHRISTIAN MISSION), a California corporation. FOURTH AND HOPE, a business entity of unknown form; and DOES 1 through 50, inclusive, *Defendants*.	**CLASS ACTION** Case No. CV2024-1121 Assigned for All Purposes To: Honorable Timothy L. Fall Dept. 13 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Information: Date: November 18, 2026 Time: 9:00 a.m. Dept: 13 Action filed: May 3, 2024 FAC Filed: July 29, 2024 Trial date: None Set

TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 18, 2026, at 9:00 a.m. in Department 13 of the Yolo County Superior Court located at 1000 Main Street, Woodland, CA 95695, Plaintiff Franklin Leon Porter ("Plaintiff"), on behalf of himself, and other similarly situated employees of Defendants Yolo Wayfarer Center (Christian Mission) and Fourth and Hope ("Defendants") (collectively, "the Parties"), will and hereby does move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order as proposed:

1. Preliminarily approving the proposed class-wide settlement of this action as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), which is attached as Exhibit 1 to the Declaration of Enoch J. Kim ("Kim Decl."), filed herewith;

2. Approving the form and method for providing notice to the Class Members and approving the form and content of the Parties' proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") for sending to the Class Members (provided at Exhibit A to the Settlement Agreement);

3. Approving for mailing the Class Notice packet, consisting of the Court approved Class Notice and directing that it be sent to the Class Members;

4. Appointing Plaintiff Franklin Leon Porter as Class Representative for settlement purposes only;

5. Appointing D.Law, Inc. as Class Counsel for settlement purposes only.

6. Scheduling a Final Approval hearing date to consider the Parties' request for Final Approval of the proposed Settlement and Plaintiff's application for Attorneys' Fees and Costs Awards to Class Counsel for attorneys' fees and reasonable expenses incurred in connection with this Action, and Class Representative Service Payment to Plaintiff for his service in this Action.

7. Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed settlement's allocation of funds to claims made under Labor Code §§ 2698, *et seq*., the Private Attorneys General Act of 2004 ("PAGA").

Under the terms of the Settlement, the Parties have agreed that all claims brought on behalf of the Class Members shall be fully and finally resolved for the total sum of $275,000.00

("Gross Settlement Amount") to be paid on a non-reversionary basis. The amount remaining of the Gross Settlement Amount after the following deductions have been made ("Net Settlement Amount") shall be available for distribution to Class Members who do not opt out of the Settlement:

- Up to one-third of the Gross Settlement Amount, or **$91,666.67** to Class Counsel as attorneys' fees for the litigation and resolution of this Action and actual costs incurred in this Action, not to exceed $15,000.00;
- A not-to-exceed amount of **$5,000.00** to the Settlement Administrator for its costs of administration of the Settlement;
- Up to **$5,000.00** to Plaintiff as an award for his service as a class representative and in exchange for a General Release of all Claims against Defendant and the Released Parties; and
- **$20,000.00** for settlement of claims for civil penalties under PAGA, with 25% ($5,000.00) allocated to the PAGA Members ("Individual PAGA Payments") and 75% ($15,000.00) allocated to the LWDA ("LWDA PAGA Payment").

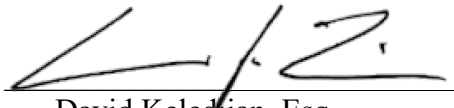
This Motion is made on the grounds that after good-faith, arm's length negotiations, the Parties have agreed upon a Settlement which is fair, reasonable, and adequate and in the best interests of the Class and all Parties. Defendant does not oppose the Motion. This Notice of Motion and Motion is also based on the fact that this Settlement was the product of informed, non-collusive negotiations by the Parties, who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second) (1985) § 30.44. The proposed settlement meets the legal standard for preliminary approval and is in the best interests of the Class; the proposed form of Class Notice explains the Settlement terms in a clear and straightforward manner; the proposed procedures for notice provide the best practical notice to the Class; and Class Members will have an opportunity to participate in and/or object to the settlement and/or opt-out of the settlement.

This Motion is based upon this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Enoch J. Kim, Franklin Leon Porter, and Lisa

Mullins, the [Proposed] Order, the Parties' Settlement Agreement and Class Notice, the Court's record of this action, all matters of which the Court may take notice, and upon such oral or documentary evidence as the Court may receive at or before the hearing on this unopposed Motion.

Dated: October 15, 2026

D.LAW, INC.

By 

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