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FILED
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S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By Maestro
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

GLORIA NASH, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

1ST NORTHERN CALIFORNIA CREDIT UNION, a California nonprofit corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: C24-01997

[Assigned for All Purposes to the Hon. ~~Edward Weil, Dept. 39~~] BENJAMIN T. REYES II, DEPT 16.

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

Action Filed: July 30, 2024

****PER THE ATTACHED TENTATIVE RULING**

Processed by Court on 12/12/2025 12:18 PM

[PROPOSED] ORDER

Having reviewed Plaintiff Gloria Nash's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Gloria Nash, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant 1st Northern California Credit Union ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $700,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $17,500.00 allocation toward civil penalties under the Private Attorneys General Act, 65% of which ($11,375.00) will be paid to California's Labor & Workforce Development Agency and 35% of which ($6,125.00) will be paid to Aggrieved Employees; (c) Class Representative Service Payment of up to $10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be $233,333.33), and up to $30,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to $10,000.00.

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

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

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

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

6. "Class Period" means the period from July 30, 2020, through June 1, 2025.

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

available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Gloria Nash. 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, William M. Pao, Refugio Ortega-Carrillo, Emily K. Borman, 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 $233,333.33), and litigation costs not to exceed $30,000.00.

10. The Court appoints Apex Class Action LLC as the Settlement Administrator with reasonable administration costs estimated not to exceed $10,000.00.

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
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 and/or 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)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	NOVEMBER 25, 2026, at 9:00 AM in Dept. ~~39~~ 16 of the above-referenced Court.

15. 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.

DATE: 8/18/2026

HON. ~~EDWARD WEIL~~ JULIA CAMPINS
JUDGE OF THE SUPERIOR COURT

PRESIDING JUDGE PER CCP 635

9. 9:00 AM CASE NUMBER: C24-01997
CASE NAME: GLORIA NASH VS. 1ST NORTHERN CALIFORNIA CREDIT UNION
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL FILED BY: NASH, GLORIA**
****TENTATIVE RULING:****

Plaintiff Gloria Nash moves for preliminary approval of her class action and PAGA settlement with defendant 1st Northern California Credit Union.

A. Background and Settlement Terms

The original complaint was filed by Plaintiff on July 30, 2024, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum, straight time and overtime wages, failure to provide meal and rest breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, failure to pay all wages due on separation and unfair business practice. A Complaint alleging PAGA claims (based on a notice to the LWDA given June 20, 2024), was filed on March 7, 2025. On July 22, 2025, the Court entered an order on the parties' stipulation to consolidate the cases for settlement purposes.

The proposed settlement would create a gross settlement fund of $700,000. The class representative payment to plaintiff would be $10,000. Attorney's fees would be up to $233,333.33 (one-third of the settlement). Litigation costs would not exceed $30,000. The settlement administrator's costs would be up to $10,000. PAGA penalties would be $17,500, resulting in a payment of $11,375 to the LWDA and $6,125 to the covered employees. The net amount paid directly to the class members would be about $406,000. The fund is non-reversionary. Based on the estimated class size of 158, the average net payment for each class member is approximately $2,569.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendant during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of "PAGA pay periods" worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable.

The proposed settlement provides that checks undelivered or uncashed by the void date will be provided to the State Controller's Unclaimed Property Fund.

Informal written discovery was undertaken, and a data expert was retained. The matter settled after arms-length negotiations, which included a session with a mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in

the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory."])
Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.
B. Legal Standards
The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra,* 69 Cal.App.5th 521.) Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (Id., at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (Id., at 64-65.)
California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)
There is one issue that must be addressed. The settlement contains release language covering all "claims that were or reasonably could have been, alleged based on the facts contained in the Actions, *and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law.*" Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (Id., quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) Thus, the Court questions the inclusion of the italicized language. Counsel shall be prepared to address that at the hearing.

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (Id., at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Counsel are directed to prepare a lodestar fee estimate for the motion for final approval.

The reasonableness of litigation costs and the settlement administrator's fees will be considered at final approval.

Similarly, the requested representative payment of $10,000 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. The Court notes there is nothing in Ms. Nash's declaration describing the amount of time she has devoted to this case. That may be addressed in connection with the final approval hearing.

D. Conclusion

But for the question of the scope of the release, the Court finds that the agreement is sufficiently fair, reasonable, and adequate, to justify preliminary approval. Counsel shall be prepared to address the scope of the release at the hearing of this motion.

If the Court is satisfied with the proposed release or an amended version of it, and is therefore, prepared to give preliminary approval to the proposed settlement then counsel will be directed to prepare an order reflecting this tentative ruling, and determinations made at the hearing. Counsel shall also request a hearing date for a motion for final approval. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.