

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
John O. Bishay (SBN 358653)
john.bishay@wilshirelawfirm.com
Karen L. Wallace (SBN 272309)
karen.wallace@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ASHLEY GARCIA, BREWSTER PARSONS,
MARIBEL MONTIEL, ULISES MERCADO
MEJIA, and LUIS HERNANDEZ, individually,
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and ESTHER MONTIEL and
FELISA MONTIEL, individually, and on behalf
of all others similarly situated,

Plaintiffs,

vs.

PER ANKH LIFE SKILLS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV20588

*[Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10]*

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

NON-APPEARANCE HEARING

Date: September 4, 2026

Time: 9:00 a.m.

Dept: 10

[PROPOSED] ORDER

Plaintiffs Ashley Garcia, Brewster Parsons, Maribel Montiel, Ulises Mercado Mejia, Esther Montiel, Luis Hernandez, and Felisa Montiel’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came before this Court on September 1, 2026, in Department 10 of the above-captioned court. Plaintiffs now seek an order granting preliminary approval of the Class Action and PAGA Settlement (“Settlement”) between Plaintiffs and Defendant Per Ankh Life Skills, Inc. (“Defendant”) (collectively, the “Parties”). A true and correct copy of the First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is attached as **Exhibit 8** to the Supplemental Declaration of Arrash T. Fattahi, filed July 27, 2026 (“Supp. Fattahi Decl.”). A true and correct copy of the Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached thereto as **Exhibit A**. Having reviewed the Motion, the Declaration of Arrash T. Fattahi filed March 19, 2026, the Supplemental Fattahi Declaration, the Declaration of Sean Hartranft, Plaintiffs’ Declarations, and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis, that the Settlement 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 proposed Class based upon the terms set forth in the Agreement.

2. The Settlement falls within the range of reasonableness of a settlement that 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 (“Participating Class Members”); (b) PAGA Penalties in an amount not to exceed **\$35,000.00** to settle claims pursuant to the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, allocated 65% (\$22,750.00) to the Labor and Workforce Development Agency (“LWDA”) and 35% (\$12,250.00) to eligible Class Members who worked for Defendant in California during the PAGA Period, from June 19, 2023 to October 15, 2025 (“Aggrieved Employees”); (c) a Class

1 Representative Service Payment to each Plaintiff in an amount not to exceed **\$7,500.00**
2 (\$52,500.00 total); (d) a Class Counsel Fees Payment in an amount not to exceed one-third (1/3)
3 of the Gross Settlement Amount (currently estimated at **\$233,333.33**) and a Class Counsel
4 Litigation Expenses Payment in an amount not to exceed **\$30,000.00** to reimburse reasonable
5 litigation costs incurred by Class Counsel; and (e) an Administration Expenses Payment in an
6 amount not to exceed **\$7,500.00**.

7 3. The Court preliminarily finds that the terms of the Settlement appear to be within
8 the range of possible approval, pursuant to California Code of Civil Procedure §§ 382, 384, *et*
9 *seq.*, and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement
10 Amount and Net Settlement Amount are fair and reasonable to Class Members when balanced
11 against the probable outcome of further litigation, including class certification, liability and
12 damages issues, and potential appeals; (2) sufficient informal discovery, investigation, research,
13 and litigation have been conducted such that counsel for the Parties are able to evaluate their
14 respective positions reasonably and intelligently; (3) settlement at this time will avoid for all
15 Parties substantial costs, delay, and risks presented by further litigation; and (4) the proposed
16 Settlement has been reached as the result of adversarial and non-collusive negotiations between
17 the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
18 preliminarily finds that the Agreement was entered into in good faith.

19 4. The Court hereby approves the definition and disposition of the Gross Settlement
20 Amount and Net Settlement Amount and related matters provided for in the Settlement.

21 5. A final approval hearing regarding whether the proposed Settlement, attorneys'
22 fees and costs to Class Counsel, the PAGA Penalties, the Class Representative Service
23 Payments, and the Administration Expenses Payment should be finally approved as fair,
24 adequate, and reasonable as to Class Members is hereby set in accordance with the
25 Implementation Schedule set forth below.

26 6. The Court provisionally certifies for purposes of settlement the following Class:
27 "all persons currently and previously employed by Per Ankh in California and classified as an
28 hourly-paid non-exempt employee who worked for Per Ankh during the Class Period."

1 7. “Class Period” means the period from February 19, 2020, to October 15, 2025.

2 8. Should, for whatever reason, the Settlement not become final, the fact that the
3 Parties were willing to stipulate to conditional class certification shall have no bearing on, nor
4 be admissible in connection with, the issue of whether a class should be certified in a non-
5 settlement context.

6 9. With respect to the Class, and for purposes of proceeding pursuant to California
7 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
8 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
9 is impracticable; (b) there are questions of law and fact common, or of general interest, to the
10 Class that predominate over any individual questions; (c) Plaintiffs’ claims are typical of the
11 Class; (d) class certification is a superior method for implementing the Settlement and
12 adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly
13 and adequately protect Class Members’ interests; (f) Class Counsel are qualified to serve as
14 counsel for the Class; and (g) a class action is superior to other available methods for the fair
15 and efficient adjudication of the controversy.

16 10. The Court appoints Plaintiffs as Class Representatives, for settlement purposes
17 only. The Court further preliminarily Plaintiffs’ request for a Class Representative Service
18 Payment to each Plaintiff in an amount not to exceed \$7,500.00 (\$52,500.000 total).

19 11. The Court appoints, for settlement purposes only, Arrash T. Fattahi and John O.
20 Bishay of Wilshire Law Firm, PLC as Class Counsel. Class Counsel is authorized to act on
21 behalf of Participating Class Members with respect to all acts or consents required by, or which
22 may be given pursuant to, the Settlement, and such other acts reasonably necessary to
23 consummate the Settlement. Any Participating Class Member may enter an appearance either
24 personally or through counsel of such individual’s own choosing and at such individual’s own
25 expense. Any Participating Class Member who does not enter an appearance or appear on his or
26 her own will be represented by Class Counsel.

27 12. The Court further preliminarily approves Class Counsels’ request for a Class
28 Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount (currently

estimated at \$233,333.33), and a Class Counsel Litigation Expenses Payment not to exceed \$30,000.00.

13. The Court appoints Apex Class Action, LLC, as the Administrator and preliminarily approves an Administration Expenses Payment not to exceed \$7,500.00.

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

15. Any Class Member may choose to be excluded from or opt out of the Class, as provided the Class Notice, by submitting a timely written Request for Exclusion to the Administrator. Any Class Member who chooses to opt out of the Class will not be entitled to any recovery under the class action portions of the Settlement, will not be bound by the class action portions of the Settlement, and will not have any right to object to or appeal from the Settlement. Participating Class Members shall be bound by all determinations of the Court, the Settlement, and the Final Judgment.

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

17. Any Participating Class Member may object to the Agreement as set forth in the Class Notice and may appear at the Final Approval Hearing.

18. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

19. The Court orders the following Implementation Schedule:

Defendant to produce the Class Data to the Administrator	No later than 21 days after the Court grants Preliminary Approval of the Settlement
Administrator to mail the Notice Packets	No later than 14 days after receipt of the Class Data

Response Deadline	45 days after Notice is mailed by the Administrator
Deadline to file Motion for Final Approval	16 court days before the hearing on the Motion for Final Approval
Final Approval Hearing	February 8, 2027 , at 11:00 a.m. in Department 10 of the above-captioned court.

20. The Settlement is not a concession or admission and shall not be used against the Released Parties as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication, or admission by the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage in the Action or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

21. Jurisdiction is hereby retained over this Action, the Parties to the Action, and the Class for all matters relating to this Action and this Settlement, including all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Agreement and this Order.

22. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

23. 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: _____

Hon. William F. Highberger
Judge of the Superior Court