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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SAN DIEGO

9 JESSE ALMANZA, individually, and on behalf
of all others similarly situated,

11 Plaintiff,

12 v.

13 PURE PROJECT, LLC., a California Limited
14 Liability Company; JESSE PINE, an individual;
15 MAT ROBAR, an individual; and DOES 1
THROUGH 50, inclusive,

17 Defendants.

F I L E D
San Diego Superior Court

AUG - 8 2025

Clerk of the Superior Court
By: H. Chavarin, Deputy

Case No.: 24CU012008C

[Assigned for All Purposes to the Honorable
Michael T. Smyth, Dept. C-67]

CLASS AND PAGA ACTION

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

[IMAGED FILE]

[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and the
Declaration of Graham S.P. Hollis]

Date: July 11, 2025
Time: 9:00 a.m.
Dept: C-67
Judge: Hon. Michael T. Smyth

1 Plaintiff Jesse Almanza's ("Plaintiff") Motion for Preliminary Approval of Class Action and
2 PAGA Settlement with Defendants Pure Project, LLC, Jesse Pine, and Mat Robar ("Defendants")
3 (collectively, the "Parties") came before this Court on July 11, 2025. The Court, having considered the
4 Parties' Joint Stipulation for Class Action and PAGA Settlement and Release ("Settlement Agreement"
5 or "Settlement"), Plaintiff's Motion for Preliminary Approval, and all papers filed in support thereof,

6 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

7 1. This Order Granting Motion for Preliminary Approval of Class Action and PAGA
8 Settlement ("Order") incorporates by reference all defined terms set forth in the Settlement Agreement,
9 which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of Plaintiff's Motion
10 for Preliminary Approval of Class Action and PAGA Settlement, filed on June 13, 2025. To the extent the
11 terms used in this Order are defined in the Settlement Agreement, the defined terms shall have the same
12 meaning as set forth in the Settlement Agreement.

13 2. This Court has jurisdiction over the claims asserted in this Action and has personal
14 jurisdiction over Plaintiff, Defendants, and the Class.

15 3. The Court conditionally finds, for settlement purposes only, that the proposed Class meets
16 the requirements for certification under California Code of Civil Procedure section 382. The Court
17 provisionally certifies, for settlement purposes only, pursuant to California Code of Civil Procedure
18 section 382 and California Rules of Court, rule 3.764, the Class defined as follows:

19 All current or former non-exempt employees of Defendants who worked for
20 Defendants in the state of California between July 11, 2023 and the date of
Preliminary Approval of the Settlement.

21 The Class is further divided into the following subclass, which is provisionally certified as follows:

22 Waiting Time Penalty Subclass: All Class Members whose employment
23 with Defendants ended at any time between July 11, 2021 and the date of
Preliminary Approval of the Settlement.

24 4. Should for any reason the Settlement not become final, the fact that the Parties were willing
25 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in
26 connection with, the issue of whether a class should be certified in a non-settlement context.

27 5. Plaintiff Jesse Almanza is hereby appointed and designated, for settlement purposes only,
28 as the representative of the Class.

6. The following attorneys are hereby appointed and designated as counsel for Plaintiffs and the Class: Graham S.P. Hollis and Dawn M. Berry of GrahamHollis APC ("Class Counsel"). The Court conditionally finds that Class Counsel is qualified to serve as counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable, and adequate, and one that would ultimately merit final approval by this Court. The Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary basis, that the Settlement is fair, adequate, and reasonable as to all Class Members when balanced against the potential outcomes of further litigation relating to liability and damages issues. The Court further finds that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations by the Parties.

8. A Final Approval Hearing shall be held before this Court, located at 330 West Broadway, San Diego, California 92101, on 11/14/25 at 9:00 a.m./p.m. in Department C-67, to determine all necessary matters concerning the Settlement, including: whether the proposed Settlement of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to finally approve the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Payment, the LWDA PAGA Payment, and the Administration Expenses Payment.

9. Plaintiff shall file his motion for final approval of the Settlement, including a request for approval for the Class Representative Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the LWDA PAGA Payment, and the Administration Expenses Payment no later than 16 court days prior to the Final Approval Hearing.

10. Within 10 calendar days of this Order, Defendants shall provide the Administrator with the

1 Class Data, consisting of each Class Members' name, last known address, Social Security number, and
2 the start date and end date (if any) of their employment.

3 11. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
4 ("Class Notice"), attached as Exhibit A to the Settlement Agreement. The Court finds that distribution of
5 the Class Notice, substantially in the manner and form set forth in the Settlement Agreement and this
6 Order, meets the requirements of due process, is the best notice practicable under the circumstances, and
7 will constitute due and sufficient notice to all persons entitled thereto.

8 12. Counsel for the Parties are authorized to correct any typographical errors in the Class
9 Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do
10 not materially alter the substance of the documents.

11 13. The Court hereby appoints Phoenix Settlement Administrators as the Administrator. The
12 Administrator shall administer the Settlement in accordance with the Settlement Agreement and this
13 Order.

14 14. The Court orders the Administrator to simultaneously mail or cause to be mailed to Class
15 Members the Class Notice by first class mail at their last known address within 10 calendar days of
16 receiving the Class Data from Defendants. The Administrator shall use the procedures and methods
17 outlined in the Settlement Agreement.

18 15. Any Class Member may dispute the number of Class Workweeks and/or PAGA Pay
19 Periods credited to them in the Class Notice. Class Members shall have 60 calendar days from the date of
20 mailing of the Class Notice in which to submit a written dispute as to the number of Class Workweeks
21 and/or PAGA Pay Periods credited to them.

22 16. Any Class Member may elect to be excluded from the class action portion of the Settlement
23 by submitting a timely written Request for Exclusion to the Administrator, as provided in the Settlement
24 Agreement and Class Notice. To be valid, all Requests for Exclusion must be post marked on or before
25 the Response Deadline. Class Members who do not submit a timely Request for Exclusion to the
26 Administrator shall be bound by the Settlement Agreement, all determinations of this Court, and final
27 judgment. PAGA Employees are bound by and cannot request to be excluded from the PAGA Settlement.

28 17. Any Class Member who did not submit a Request for Exclusion from the Settlement may

1 object to the Settlement or express his or her views regarding the Settlement and may present evidence,
2 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
3 the Court, as provided in the Settlement Agreement and Class Notice. All objections must be post marked
4 on or before the end of the Response Deadline. Any Class Member who does not make their objection at
5 or before the final approval hearing shall be deemed to have waived any such objection and shall be
6 foreclosed from objecting to the Settlement at a later date.

7 18. The Settlement is not a concession or admission and shall not be used against Defendants
8 or any of the Released Parties as an admission or indication with respect to any claim of any fault or
9 omission by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor
11 any reports or accounts thereof, shall in any event be:

- 12 a. Construed as, offered or admitted in evidence as, received as or deemed to be
13 evidence for any purpose adverse to Defendants or any of the Released Parties,
14 including, but not limited to, evidence of a presumption, concession, indication, or
15 admission by Defendants or any of the Released Parties of any liability, fault,
16 wrongdoing, omission, concession, or damage; or
17 b. Disclosed, referred to, or offered or received in evidence against Defendants or any
18 of the Released Parties in any further proceeding in the Action, or in any other civil,
19 criminal, or administrative action or proceeding, except for purposes of settling the
20 Action pursuant to the Settlement Agreement.

21 19. As of the date this Order is signed, all dates and deadlines associated with the Action shall
22 be stayed, other than those pertaining to the administration of the Settlement.

23 20. In the event the Settlement does not become effective in accordance with the terms of the
24 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated and the
26 Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

27 21. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
28 and all dates provided for in the Settlement Agreement without further notice to Class Members, and

1 retains jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement.

3 **IT IS SO ORDERED.**

4
5 Dated: August 8, 2025



Hon. Michael T. Smyth
Judge of the Superior Court