

WILSHIRE LAW FIRM, PLC
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan A. Wilcox, Esq. (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

ASHLEY HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

HANFORD ERUDITE, a California
corporation; and DOES 1 through 10, inclusive,
Defendants.

Case No. 24-CIV-06126

Assigned to Hon. Nancy L. Fineman, Dept. 4

Complaint filed: September 30, 2024

Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: December 8, 2026

Time: 2:00 p.m.

Dept: 4

1 The Court has before it Plaintiff Ashley Hernandez’s (“Plaintiff” or “Class
2 Representative”) Motion for Preliminary Approval of Class Action Settlement (the “Motion”).
3 Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the “Settlement” or “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Hanford Erudite (“Defendant,” and together with Plaintiff, the “Parties”). A true and
11 correct copy of the Settlement Agreement is attached to the Declaration of Alan A. Wilcox in
12 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement submitted
13 to the Court as **Exhibit 1**.

14 2. For settlement purposes, the Court provisionally certifies the Class defined as all
15 current and former hourly, non-exempt employees who were employed by Defendant, either
16 directly or through any predecessor, successor, assign, subsidiary, staffing agency, or
17 professional employer organization, in the State of California during the Class Period (each
18 “Class Member(s)” collectively the “Class”). The Class Period is the period from September
19 30, 2020, through February 26, 2026 (the “Settlement Class Period”).

20 3. The Settlement falls within the range of reasonableness of a settlement which
21 could ultimately be given final approval by this Court, and appears to be presumptively valid,
22 subject only to any objections that may be raised at the final approval hearing and final approval
23 by this Court. The Court notes that Defendant has agreed to create a common fund of
24 \$115,000.00 (the “Gross Settlement Amount”) to cover (a) settlement payments to Class
25 Members who do not validly opt out; (b) a \$6,000.00 payment for penalties under the Private
26 Attorneys General Act (“PAGA”), with 65% of which (\$3,900.00) being paid to the LWDA (the
27 “LWDA PAGA Payment”) and 35% (\$2,100.00) being paid to eligible “Individual PAGA
28 Payment” (as defined in the Settlement Agreement); (c) an enhancement award of up to

1 \$5,000.00 for Plaintiff (the “Class Representative Service Payment”); (d) Class Counsel’s
2 attorneys’ fees not to exceed \$38,333.33 or one-third of the Gross Settlement Amount (the
3 “Class Counsel Fees Payment”), and up to \$20,000.00 in costs for actual litigation expenses
4 incurred by Class Counsel (the “Class Counsel Litigation Expenses Payment”); and (e) a
5 payment to Apex Class Action Administration (the “Administrator”) of up to \$5,490.00 (the
6 “Administration Costs”).

7 4. 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 and
9 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
10 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
11 further litigation relating to class certification, liability and damages issues, and potential
12 appeals; (2) significant informal discovery, investigation, research, and litigation have been
13 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
14 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
15 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
16 has been reached as the result of intensive, serious, and non-collusive negotiations between the
17 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
18 preliminarily finds that the Settlement Agreement was entered into in good faith.

19 5. A final fairness hearing on the question of whether the proposed Settlement, Class
20 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
21 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
22 Representative Service Payment should be finally approved as fair, just, reasonable and
23 adequate as to the Class is hereby set in accordance with the implementation schedule set forth
24 below.

25 6. The Court finds, for settlement purposes only, that the Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
28 fact that are common, or of general interest, to all Class Members, which predominate over

individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carerra, Alan A. Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action Administration as the Administrator with the Administration Costs Payment estimated not to exceed \$5,490.00.

10. The Court approves, as to form and content the class notice, attached as Exhibit A to the Settlement Agreement (the "Class Notice"). 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.

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

12. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 7 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant

Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	April 21, 2027, at 2:00 p.m., or first available date thereafter, in Department 4. The hearing may be continued to another date without further notice to the Class Members.

14. 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.

15. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. Nancy L. Fineman
San Mateo County Superior Court