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22 herself and others similarly situated

23 SUPERIOR COURT OF CALIFORNIA
24 COUNTY OF SAN JOAQUIN - STOCKTON DIVISION

25 ERIKA RIVERA on behalf of herself
26 and all others similarly situated,

27 Plaintiff,

28 v.

29 VALLEY STRONG CREDIT UNION, a
30 California non-profit corporation; and DOES
31 I to 10, inclusive,

32 Defendants.

CASE NO. STK-CV-UOE-2023-0006231

Assigned to Hon. Barbara Kronlund
Dept. 10D

~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

Complaint filed June 16, 2023

MAY 20 2026

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (the
2 "Motion") filed by Plaintiff Erika Rivera ("Plaintiff") in the above-captioned case came before
3 this Courton _____, 2026. The Court, having considered the Class Action and
4 PAGA Action Settlement ("Settlement Agreement"), the notice process, the entire record on this
5 action, the papers filed in support of the application of the parties, and the argument of counsel
6 for respective parties, if any, and good cause appearing, the Court HEREBY ORDERS THE
7 FOLLOWING:

8 1. The Court grants preliminary approval of the Settlement and the Settlement Class
9 based upon the terms set forth in the Settlement Agreement. All terms used herein shall have the
10 same meaning as defined in the Settlement Agreement. The Settlement appears to be fair, adequate,
11 and reasonable to the Settlement Class.

12 I. Conditional Certification of the Settlement Class

13 2. The Settlement Class, as defined in the proposed Settlement Agreement, is defined
14 as:

15 All persons who have been, or currently are, employed by Defendant
16 and who held, or hold, job positions which Defendant has classified
17 as "non-exempt" employees in the State of California, at any time
18 from June 15, 2022 to July 31, 2024.

19 3. The Court conditionally finds that, for the purposes of approving this settlement
20 only, the proposed Settlement Class meets the requirements for certification under section 382 of
21 the California Code of Civil Procedure.

22 4. The Court provisionally appoints Bradley/Grombacher, LLP as counsel for the
23 Settlement Class ("Class Counsel") for settlement purposes only.

24 5. The Court provisionally appoints Erika Rivera as the representative of the
25 Settlement Class ("Class Representative") for settlement purposes only.

26 II. Preliminary Approval of Settlement

27 6. The Court hereby preliminarily grants approval of the terms and conditions
28 contained in the Settlement Agreement. The Court finds that the terms of the settlement falls
within the range of reasonableness and appears to be presumptively valid, subject only to any

1 objections that may be raised at the final fairness hearing and final approval by this Court.

2 7. A Final Fairness Hearing on the question of whether the proposed settlement,
3 attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payment
4 should be finally approved as fair, reasonable and adequate as to the members of the Settlement
5 Class is scheduled in Department 10D on the date and time set forth below.

6 8. The Court makes the following preliminary findings and observations: (1) the
7 settlement amount appears at this stage to be fair and reasonable to the Class Members when
8 balanced against the risks of further litigation relating to class certification, summary judgment,
9 and trial on liability and damages issues, and potential; (2) it also appears that sufficient discovery
10 and investigation have been conducted, such that counsel for the Parties at this time are able to
11 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial
12 costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4)
13 the proposed Settlement is the culmination of serious and non-collusive negotiations between the
14 Parties. Accordingly, the Court finds that the Settlement appears to have been entered into in good
15 faith.

16 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

17 10. The Court approves, as to the form and content, the Court Approved Notice of Class
18 Action and PAGA Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement.

19 11. The Court further finds that the Class Notice appears to fully and accurately inform
20 the Class Members of all material elements of the proposed Settlement, of the Class Members'
21 right and opportunity to be excluded from the Settlement, of the Class Members' right and
22 opportunity to challenge Defendant Valley Strong Credit Union's ("Defendant") records of
23 workweeks and pay periods worked; and of the Class Members' right and opportunity to object to
24 the Settlement.

25 III. Form and Timing of Notice

26 12. Within thirty (30) calendar days after issuance of this Preliminary Approval Order,
27 Defendants shall provide the Settlement Administrator, in an electronically usable format, with the
28

1 Class List (each Class Member and Aggrieved Employee's full name, last known mailing address,
2 social security number, and date of hire and termination date and/or the total number of workweeks
3 worked by each Class Member during the Class Period, and the number of pay periods worked by
4 each Aggrieved Employee during the PAGA Period.

5 13. Within three (3) business days after receiving the Class List from Defendants, the
6 Settlement Administrator shall mail the Class Notice, substantially in the form of Exhibit A
7 attached to this Order, by first-class mail postage pre-paid, to all Class Members through the
8 notice procedure described in the Settlement Agreement.

9 14. The Court directs the mailing of the Class Notice in accordance with the
10 implementation schedule set forth in the Settlement Agreement and finds the dates selected for the
11 mailing and distribution of the mailing of the Class Notice as set forth therein meet the
12 requirements of due process and provide the best notice practicable under the circumstances and
13 shall constitute due and sufficient notice to all persons entitled thereto.

14 15. Not later than fourteen (14) calendar days before the date by which Plaintiff is
15 required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will
16 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
17 attesting to its due diligence and compliance with all of its obligations under this Agreement,
18 including, but not limited to, its mailing of the Class Notice, the mailings returned as undelivered,
19 the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
20 Exclusion from Settlement it received (both valid or invalid), and the number of written objections.

21 16. The Court finds that the notice to be provided is the best means of providing notice
22 to the Class Members, is practicable under the circumstances and, when completed, shall constitute
23 due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by
24 and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
25 requirements of due process and the California Rules of Court.

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1 from the Settlement Class, or disputed information on Class Notices must be submitted in writing
2 in accordance with the procedures set forth in the Class Notice.

3 23. The Court further orders that this is without prejudice to the Class Member's
4 written application to be relieved of a failure to follow the procedures that the Settlement
5 Agreement provides for good cause shown. The Court further orders that it also is without
6 prejudice to a Class Member's Objection being heard at the Final Approval Hearing as the Court
7 may permit, as long as the Class Member has not opted out of the Settlement.

8 **V. Fairness Hearing**

9 24. A hearing (the "Fairness Hearing") shall take place before this Court, on the date
10 and time set forth below, to determine:

- 11 a. Whether the Court should permanently certify the Settlement Class;
- 12 b. Whether the Settlement, on the terms and conditions provided for in the
13 Settlement Agreement, should be finally approved by the Court as fair,
14 reasonable and adequate;
- 15 c. Whether the application for a class representative enhancement payment for
16 Plaintiff should be approved;
- 17 d. Whether the application for attorneys' fees and expenses to be submitted by
18 Class Counsel should be approved;
- 19 e. Whether judgment should be entered based on the Settlement Agreement;
20 and
- 21 f. Such other matters as the Court may deem necessary or appropriate. The
22 Court may finally approve the Settlement at or after the Fairness Hearing
23 with any modifications agreed to by the Parties and without further notice to
24 the Class Members.

25 25. The Court orders that any Class Member who has not requested to be excluded
26 from the Settlement, and any other interested person, may appear at the Fairness Hearing in person
27 or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition
28

1 to the matters to be considered at the Fairness Hearing. Any documents filed with the Court must
2 also be served on counsel, by any method authorized under the California Code of Civil
3 Procedure.

4 26. Any responses to any written objections to the Settlement and any other matter in
5 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of
6 the Settlement.

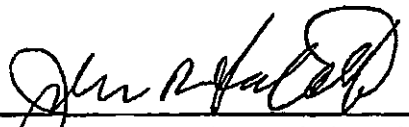
7 27. The Court may adjourn the Fairness Hearing, including the consideration of the
8 application for the enhancement payment to the Class Representative and for attorneys' fees and
9 expenses, without further notice of any kind other than an announcement of such adjournment in
10 open court at the Fairness Hearing or any adjournment thereof.

11 28. A Fairness Hearing in this Court is set for February 17
March 10, 2029

12 29. The Court HEREBY GRANTS preliminary approval of the class action settlement
13 as set forth above.

14 IT IS SO ORDERED.

15 DATED: 8/4/26

16 
17 HON. BARBARA KRONLAND
18 JUDGE OF THE SUPERIOR COURT
19 John Solarte