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10 the Putative Class

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO COURTHOUSE

14) Case No. 3:23-cv-00792-LB
15 ANTONIO LOERA, JR. and CHARLOTTE)
DANIELS, on behalf of themselves and all others)
16 similarly situated,)

17 Plaintiff,

18 vs.

19 COUNTY OF ALAMEDA, a political subdivision)
of the State of California,)

20 Defendant.
21

)
)
) **~~PROPOSED~~ ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **& COLLECTIVE ACTION**
) **SETTLEMENT**

) Date: April 30, 2026
) Time: 09:30 a.m.
) Courtroom: B, 15th Floor
) Judge: Hon. Laurel Beeler

) Complaint Filed: February 22, 2023
) FAC Filed: December 4, 2023
) Trial Date: NA

1 **INTRODUCTION**

2 Plaintiffs – current and former hourly security workers called Sheriff’s Safety Aides – challenge
3 their employer County of Alameda’s failure to pay them for their off-the-clock work. On July 13, 2023,
4 this Court granted conditional certification of a collective action under the Fair Labor Standards Act
5 (“FLSA”) for overtime violations. Plaintiffs also assert class claims under state law for minimum wage
6 violations. The Parties settled the case, and Plaintiffs moved for preliminary approval of the class-action
7 settlement and approval of the collective-action settlement. The Court grants Plaintiffs’ motion.

8 **STATEMENT OF FACTS**

9 **1. The Lawsuit**

10 Plaintiffs filed this lawsuit on February 22, 2023. The operative complaint alleges federal
11 overtime claims and state minimum wage claims for off-the-clock time worked by Sheriff’s Safety
12 Aides for the County. The Parties engaged in discovery. Plaintiffs’ counsel completed extensive
13 outreach with the class and collective members covering topics relevant to the lawsuit. Defendant
14 produced and Plaintiff reviewed over nineteen-thousand (19,000 pages) including collective bargaining
15 agreements (“CBAs”), policies and procedures, personnel files, paystubs, rover van logs, and radio
16 logs. Defendant also produced pay data in pdf and Excel format that allowed Plaintiffs’ counsel and
17 their damages expert to evaluate the class and collective damages.

18 From the initiation of the case through the close of the FLSA collective opt-in period, dozens
19 of eligible SSAs opted in.

20 The Parties attended mediation on December 16, 2024, agreed to a short form settlement on
21 January 14, 2025 and executed a long-form Settlement Agreement on March 3, 2026. Plaintiffs filed a
22 Motion For Preliminary Approval of Class & Collective Action Settlement and Certification of
23 Settlement Class on March 23, 2026. The Court held a hearing on April 30, 2026 with the Magistrate
24 Judge.

25 **2. Proposed Settlement**

26 For the purpose of this order, the Court adopts all defined terms as set forth in the settlement
27 agreement and includes them as capitalized words.

1 **2.1 Settlement Class.**

2 “Class Members” are defined as “all Sheriff’s Safety Aides who worked uncompensated time
3 off-the-clock for the Alameda County Sheriff’s Office in and around the Oakland International Airport
4 at any time during the ‘Class Period.’” The “Class Period” or “Covered Period” means the period from
5 February 22, 2020 through January 14, 2025. Settlement Agreement ¶¶ 5, 7. Plaintiffs’ counsel estimates
6 that there are no more than 85 Class Members.

7 “FLSA Class Members” are defined as “all Sheriff’s Safety Aides who worked for the Alameda
8 County Sheriff’s Office in and around the Oakland International Airport at any time during the ‘FLSA
9 Class Period,’ and who timely submitted a signed Consent Form and Declaration.” “FLSA Class Period”
10 means the period from February 22, 2020, through January 14, 2025. Settlement Agreement ¶¶ 17, 18.
11 Plaintiffs’ counsel estimates that there are no more than 56 FLSA Class Members.

12 **2.2 Settlement Amount and Allocation.**

13 The total non-reversionary Maximum Settlement Amount which constitutes the maximum
14 dollar amount that Defendant will pay into a common fund pursuant to the settlement is \$650,000.
15 Settlement Agreement ¶ 20. The Net Settlement Amount is \$421,500 after the following deductions:
16 (1) a Class Representative Service Award for each Plaintiff (not to exceed \$15,000 each); and (2)
17 Class Counsel Award to Class Counsel for reasonable attorney fees (not to exceed \$162,500.00 or
18 25% of the Maximum Settlement Amount) and reasonable costs (expected to be \$36,000). Settlement
19 Agreement ¶ 23. Separate and apart from the Maximum Settlement Amount, Defendants have agreed
20 to pay: (1) the Settlement Administration Costs using the Settlement Administrator ILYM; and (2) the
21 Employer’s Share of Payroll Taxes for the portion of Individual Settlement Awards that constitute
22 wages. Settlement Agreement ¶¶ 13, 35, 36. Finally, Sheriff’s Safety Aides report that by June 2025,
23 Defendant ended the requirements of pre-shift muster meetings and shuttling SSAs to their shifts with a
24 one-for-one drop of method, such that the main practices giving rise to theories for SSA’s off-the-clock
25 claims have ceased.

26 The Settlement Agreement also provides a process by which Class Members may dispute the
27 amount of their Individual Settlement Payments, object to the settlement, or exclude themselves from
28

1 the settlement. Settlement Agreement ¶ 48.

2 The Net Settlement Amount shall be evenly split between Class Members and FLSA Class
3 Members to FLSA Class Members. Settlement Agreement ¶ 23.

4 Class Members will receive a settlement check without submitting a claim form. Each
5 Participating Class Member will receive a proportionate share of the amount allocated to Participating
6 Class Members (50% of the Net Settlement Amount) based on the number of Compensable
7 Workweeks worked during the Class Period in relation to the number of Compensable Workweeks
8 worked by all Participating Class Members during the Class Period. Settlement Agreement ¶ 48.a.v.

9 Each FLSA Class Member will receive a check for a proportionate share of the amount
10 allocated to the FLSA Class Members (\$210,750) based on the number of Compensable Workweeks
11 worked during the FLSA Class Period in relation to the number of Compensable Workweeks worked
12 by all FLSA Class Members during the FLSA Class Period. Settlement Agreement ¶ 48.a.iv.

13 The split balances the fact that while the FLSA overtime claims involved fewer hours, the
14 overtime hours involve a pay rate of one-and-one half (1.5x) times a collectively bargained for hourly
15 rate, whereas the state minimum-wage claims involved more hours at a significantly lower hourly rate,
16 i.e. the state minimum wage at the straight-time pay rate.

17 The Settlement is non-reversionary. Settlement checks will be mailed within twenty-eight (28)
18 days of the Effective Date and are valid for one-hundred and eighty (180) days after issuance. Any
19 funds from checks that expire or are returned as undeliverable will be paid out to the *cy pres* beneficiary
20 the East Bay Community Law Center. Settlement Agreement ¶¶ 48, 49.

21 **2.3 Release**

22 The scope of release depends on whether the participant is an opt-in FLSA Class Member or a
23 Federal Rule of Civil Procedure (“FRCP”) Rule 23 Class Member. Released Claims with respect to
24 FLSA Class Members shall include any claims under the FLSA that could have been pleaded against
25 Released Parties related to the claims that were made or the facts asserted in the Action. Settlement
26 Agreement ¶ 30. FLSA Class Members only release such claims by signing the FLSA Settlement
27 Award check mailed to them by the claims administrator, which shall contain release language.

1 Settlement Agreement ¶ 48.a.iii.

2 Released Claims with respect to Participating Class Members shall include any local, state, or
3 federal claims that could have been pled against Released Parties arising out of the claims that were
4 made in the Action and all other claims that could have been pleaded against Released parties based on
5 the facts pleaded in the action. Settlement Agreement ¶¶ 26, 30, 32. All Class Members who do not
6 exclude themselves from the settlement by the Response deadline shall release these claims.

7 Settlement Agreement ¶¶ 30, 33, 47, 48.b.

8 Named Plaintiff Daniels agrees to a general release. Named Plaintiff Loera agrees to a general
9 release that specifically excludes any claim arising directly from an incident that occurred on April 23,
10 2023, several weeks after the lawsuit was filed, that is set forth in the Oakland Police Department
11 Incident Report, Incident No. 23-019833. Settlement Agreement ¶ 31.

12 **2.4 Administration**

13 Settlement Administrator ILYM shall administer the settlement. Settlement Agreement ¶ 36.
14 Defendant shall pay the cost of ILYM's settlement administration. Settlement Agreement ¶ 20. ILYM
15 served as the administrator of the FLSA Collective Notice that issued in 2023.

16 ILYM duties will include sending the class notice by mail, processing notices of objections and
17 requests for exclusion, calculating the settlement payments, calculating all payroll taxes, withholdings,
18 deductions, and issuing payments to Class Members and FLSA Class Members, the class
19 representatives, and applicable government agencies. Settlement Agreement ¶¶ 4, 6, 9, 22, 35, 48, 49.

20 **LEGAL ANALYSIS**

21 **1. Jurisdiction**

22 The Court has federal-question jurisdiction under 28 U.S.C. § 1331 for the FLSA claim and
23 supplemental jurisdiction under 28 U.S.C. § 1367 for the state-law claims.

24 **2. Conditional Certification of Settlement Class and Approval of FLSA Collective**

25 **2.1 Conditional Certification of Settlement Class Under FRCP Rule 23**

26 The court reviews the propriety of class certification under FRCP Rule 23(a) and (b). When
27 parties enter into a settlement before the court certifies a class, the court should pay keen attention to
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1 class certification requirements because the court will not have the opportunity to adjust the class based
2 on information revealed at trial. *Staton v. Boeing Co.*, 327 F.3d 938, 952-53 (9th Cir. 2003) (quoting
3 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997)); *Espinosa v. Ahearn (In re Hyundai and*
4 *Kia Fuel Econ. Litig.)*, 926 F.3d 539, 557 (9th Cir. 2019) (en banc). Class certification requires the
5 following: (1) the class must be so numerous that joinder of all members individually is
6 “impracticable”; (2) there must be questions of law or fact common to the class; (3) the claims or
7 defenses of the class representatives must be typical of the claims or defenses of the class; and (4) the
8 person representing the class must be able to fairly and adequately protect the interests of all class
9 members. FRCP 23(a); *In re Hyundai and Kia*, 926 F.3d at 556. Also, the common questions of law or
10 fact must predominate over any questions affecting only individual class members, and the class action
11 must be superior to other available methods for fairly and efficiently adjudicating the controversy.
12 FRCP 23(b)(3).

13 The Court finds preliminarily (and for settlement purposes only) that the Rule 23(a) factors —
14 numerosity, commonality, typicality, and adequacy — support the certification of the class. It also finds
15 preliminarily under Rule 23(b)(3) (and for settlement purposes only) that the common questions
16 predominate over any questions affecting only individual members, and a class action is superior to
17 other available methods.

18 First, there are approximately 85 class members. The class is numerous. *Nelson v. Avon Prods.,*
19 *Inc.*, No. 13-cv-02276-BLF, 2015 WL 1778326, at *5 (N.D. Cal. April 17, 2015) (“Courts have
20 repeatedly held that classes comprised of ‘more than forty’ members presumptively satisfy the
21 numerosity requirement”) (cleaned up); *Patrick v. Marshall*, 460 F. Supp. 23, 29 (N.D. Cal. 1978)
22 (certifying class with at least thirty-nine potential members); *Hernandez v. Cnty. of Monterey*, 305
23 F.R.D. 132, 152-53 (N.D. Cal. 2015) (A class or subclass with more than 40 members “raises a
24 presumption of impracticability [of joinder] based on numbers alone.”).

25 Second, there are questions of law and fact common to the class that predominate over
26 individual issues. Each of the Class Members worked on one or more of four teams, each of which
27 performed the same job duties during different shift schedules. The Defendant has uniform policies that
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1 apply to all Sheriff's Safety Aides, and the wage-and-hours violations are a result of the Defendant's
2 standardized policies and procedures, including (1) mandatory attendance at a pre-shift muster meeting;
3 (2) a one-for-one pick up and drop off system; (3) timekeeping, payroll, and compensation policies; and
4 (4) a policy and practice of discouraging Sheriff's Safety Aides from reporting off the clock work.
5 Because the claims arise from the Defendant's uniform practices applied to employees with the same
6 job responsibilities, liability can be determined on a class-wide basis. *Wal-Mart Stores, Inc. v. Dukes*,
7 564 U.S. 338, 350 (2011); *Betorina v. Randstad US, L.P.*, No. 15-cv-03646-EMC, 2017 U.S. Dist.
8 LEXIS 53317, at *4 (N.D. Cal. Apr. 6, 2017).

9 Third, the claims of the representative Plaintiffs are typical of the claims of Class Members. The
10 representative Plaintiffs and all Class Members allege wage-and-hours violations based on similar facts.
11 They possess the same interest and suffer from the same injury. *Betorina*, 2017 U.S. Dist. LEXIS
12 53317, at *4.

13 Fourth, the representative Plaintiffs fairly and adequately protect the interests of the class. The
14 factors relevant to a determination of adequacy are (1) the absence of potential conflict between the
15 named plaintiffs and the class members, and (2) counsel chosen by the representative party who is
16 qualified, experienced, and able to vigorously conduct the litigation. *In re Hyundai and Kia*, 926 F.3d at
17 566 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). The Court is satisfied that
18 the factors exist here: the named Plaintiffs have shared claims and interests with the Class Member, no
19 conflicts of interest, and have retained qualified and competent counsel who have prosecuted the case
20 vigorously. *Id.*; *Local Joint Exec. Bd. of Culinary/Bartender Tr. Fund v. Las Vegas Sands, Inc.*, 244
21 F.3d 1152, 1162 (9th Cir. 2001); *Hanlon*, 150 F.3d at 1021-22.

22 Finally, a class action is superior to other available methods for fairly and efficiently
23 adjudicating the controversy. The Class Members have relatively small monetary claims due to the
24 unavailability of penalties deriving from their minimum wage claims, and the class action resolves
25 Sheriff's Safety Aides' many substantially identical claims efficiently, avoiding a waste of resources, to
26 advance the individual members' interests.

27 In sum, the prerequisites of FRCP Rule 23(a) and (b)(3) are met. The Court conditionally
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1 certifies the class under FRCP Rule 23(b)(3) for settlement purposes only and for the purpose of giving
2 the class notice of the settlement and conducting a final approval hearing.

3 **2.2 Conditional Certification of the FLSA Class**

4 The FLSA authorizes opt-in representative actions where the complaining parties are “similarly
5 situated” to other employees. 29 U.S.C. § 216(b); *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442
6 (2016). On July 13, 2023, the Court conditionally certified the FLSA collective (ECF 30) and now
7 confirms that approval. Sixty (60) individuals submitted FLSA opt in notices, of whom roughly 56 have
8 documented workweeks that fall within the applicable statute of limitations. (See ECF 1-1, 7, 9, 15, 24,
9 27, 29, 33-35, 40, 43 to 46, 49, 55, 56, 57, 59, 60, 62, 67, 69, 71, 72, 76, 78, 79, 82 to 84). As discussed
10 above, the class representatives are similarly situated to other collective members.

11 **3. Preliminary Approval of Settlement**

12 The approval of a class-action settlement has two stages: (1) the preliminary approval, which
13 authorizes notice to the class; and (2) a final fairness hearing, where the court determines whether the
14 parties should be allowed to settle the class action on the agreed-upon terms.

15 Settlement is a strongly favored method for resolving disputes, particularly “where complex
16 class action litigation is concerned.” *In re Hyundai and Kia*, 926 F.3d at 556. A court may approve a
17 proposed class-action settlement “only after a hearing and only on finding that it is fair, reasonable, and
18 adequate.” FRCP 23(e)(2). The court need not ask whether the proposed settlement is ideal or the best
19 possible; it determines only whether the settlement is fair, free of collusion, and consistent with the
20 named plaintiffs’ fiduciary obligations to the class. *Hanlon*, 150 F.3d at 1026-27 (9th Cir. 1998). In
21 *Hanlon*, the Ninth Circuit identified factors relevant to assessing a settlement proposal: “[1] the
22 strength of the plaintiff’s case; [(2)] the risk, expense, complexity, and likely duration of further
23 litigation; [(3)] the risk of maintaining class-action status throughout trial; [(4)] the amount offered in
24 settlement; [(5)] the extent of discovery completed and the stage of the proceeding; [(6)] the experience
25 and views of counsel; [(7)] the presence of a government participant; and [(8)] the reaction of the class
26 members to the proposed settlement.” *Id.* at 1026 (citation omitted).

27 When parties “negotiate a settlement agreement before the class has been certified, settlement
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1 approval requires a higher standard of fairness and a more probing inquiry than may normally be
2 required under Rule 23(e).” *Roes, 1-2 v. SFBSC Management*, 944 F.3d 1035, 1048 (9th Cir. 2019)
3 (quoting *Dennis v. Kellogg*, 697 F.3d, 858, 864 (9th Cir. 2012)) (cleaned up). The court must scrutinize
4 the settlement for “evidence of collusion or other conflicts of interest.” *Id.* at 1049 (quoting *In re*
5 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)).

6 The Court has evaluated the proposed settlement agreement for overall fairness under the
7 *Hanlon* factors and concludes that preliminary approval is appropriate. Overall, the settlement appears
8 fair. The Settlement Agreement was the result of an adversarial, non-collusive, and arms-length
9 negotiation process. It provides good value, given the risks of litigation, the limited claims, the Parties’
10 disputes about damages, and the value of money to the Class Members now. As discussed above,
11 counsel reached the settlement only after obtaining sufficient discovery to allow for a robust damages
12 assessment. The Settlement Agreement ensures that longer-tenured employees receive a greater
13 recovery, and it balances the overtime versus minimum wage claims fairly. Also, off-the-clock claims
14 can be difficult to certify because they often involve individualized determinations, favoring settlement.
15 *In re AutoZone, Inc., Wage & Hours Emp’t. Practices Litig.*, 289 F.R.D. 526, 539 (N.D. Cal. 2012),
16 *aff’d*, 789 Fed. Appx. 9 (9th Cir. 2019).

17 For the same reasons, the Court approves the settlement of the FLSA collective action.

18 Allocating \$0 to PAGA penalties and stipulating to dismiss the PAGA claims is appropriate in
19 light of *Stone v. Alameda Health System*, 16 Cal.5th 1040 (2024) (PAGA claims cannot be maintained
20 against government entities).

21 The Court will address attorney fees and costs at the final fairness hearing, however, the
22 requested fees are presumptively fair. *Hanlon*, 150 F.3d at 1029 (twenty-five percent is a benchmark in
23 common-fund cases).

24 **4. Appointment of Class Representative, Class Counsel, and Claims Administrator**

25 The Court appoints the named Plaintiffs Charlotte Daniels and Antonio Loera, Jr. as FLSA
26 collective representatives for the collective and provisionally appoints them as the Rule 23 class
27 representatives. The Plaintiffs are adequate representatives of the other Class Members and have claims
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1 that are typical of the Class Members' claims. FRCP 23(a). The Court appoints Attorney Rachel Terp
2 of Terp Law P.C. and Attorney Sharon Vinick of Vinick Hyams LLP as counsel for the FLSA
3 collective and provisionally appoints them as class counsel for settlement purposes only. See FRCP
4 (g)(1). They have the requisite qualifications, experience, and expertise in prosecuting class and
5 collective actions.

6 The Court approves the retention of ILYM as the Settlement Administrator. ILYM will
7 administer notice in accordance with the terms in the Settlement Agreement.

8 **5. Class Notice**

9 The Court approves the Notice Packet and the notice plan. The Court finds that the class notice
10 provides practicable notice, satisfies the notice requirements of Rule 23, adequately advises Class
11 Members of their rights under the Settlement Agreement, and meets the requirements of due process. *In*
12 *re Hyundai and Kia*, 926 F.3d at 567 (“Notice is satisfactory if it generally describes the terms of the
13 settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward
14 and be heard.”) (internal quotation marks omitted) (quoting *Rodriguez*, 563 F.3d at 962). The Notice
15 Packet fairly, plainly, accurately, and reasonably provides Class Members with required information,
16 including: (1) a summary of the lawsuit and claims asserted; (2) a clear definition of the classes; (3) a
17 description of the material terms of the settlement, including the estimated payment; (4) a disclosure of
18 the Released Claims should they remain class members including information on submitting objections;
19 (5) an explanation of Class Members' opt-out rights, a date by which they must exclude themselves,
20 and information about how to do so; (6) the date, time, and location of the final fairness hearing; and (7)
21 the identity of class counsel and the provisions for attorney fees, costs, and class-representative service
22 awards.

23 **6. Service Awards**

24 District courts must evaluate proposed service awards individually, using relevant factors that
25 include “the actions the plaintiff has taken to protect the interests of the class, the degree to which the
26 class has benefitted from those actions, . . . [and] the amount of time and effort the plaintiff expended in
27 pursuing the litigation.” *Staton*, 327 F.3d at 977 (citation omitted). “Such awards are discretionary . . .
28 and are intended to compensate class representatives for work done on behalf of the class, to make up
for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their

1 willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958-59 (citation omitted).

2 The Court defers consideration of the award until the final approval hearing.

3 **7. Cy Pres Award**

4 The *cy pres* distribution appears to account for and have a substantial nexus to the nature of the
 5 lawsuit, the objectives of the statutes, and the interests of the silent Class Members. See *Lane v.*
 6 *Facebook, Inc.*, 696 F.3d 811, 819-22 (9th Cir. 2012); *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1038-41
 7 (9th Cir. 2011). The Court defers the consideration of any *cy pres* award to the final approval hearing.

8 **8. Compliance with Class Action Fairness Act (CAFA)**

9 On March 23, 2026, Plaintiffs submitted the Settlement Agreement to the settlement Labor &
 10 Workforce Development Agency.

11 **9. Procedures for Final Approval Hearing and Beyond**

12 **9.1 Deadlines**

13 Preliminary Approval Order Filed	April 23, 2026
14 Deadline for Defendant to provide Settlement Administrator with the Class Data and Information	Within 21 calendar days of the Court’s Preliminary Approval Order
15 Deadline for Settlement Administrator to send the Notice Packet to Class Members by First Class Mail	Within 14 calendar days after the Settlement Administrator receives the Class Data and Information
16 Last day for Class Members to submit a Request for Exclusion from the Class (“Response Deadline”)	60 calendar days after the Settlement Administrator mails the Notice Packet
17 Deadline to file motion for attorney fees and costs	35 calendar days before Response Deadline
18 Deadline to file Motion for Final Approval	August 31, 2026
19 Final Fairness / Approval Hearing	[October 1, 2026 at 9:30 a.m.]
20 Parties Shall file Stipulation of Dismissal with Prejudice regarding the PAGA claims	Within 14 days after the Court issues order granting final approval and judgment
21 Settlement Administrator shall post notice of the	Within 7 days after the Court issues order

Final Approval Order on Settlement website	granting final approval and judgment
Effective Date	When the last of the following has occurred: A) in the event there are no objections, then the day the Court entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement; or B) in the event there are objections, then 66 calendar days have passed since the Court has entered a final Order and Judgment certifying the Class and approving the Stipulation of Settlement or, if any appeal, writ, or other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement has been filed, then 5 business days after any appeal, writ, or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.
Defendant shall pay the Maximum Settlement Amount to the Settlement Administrator	Within 21 calendar days after the Effective Date.
Settlement Administrator shall mail each Participating Class Member their Individual Settlement Award and each FLSA Class Member their FLSA Settlement Award by First Class Mail	Within seven (7) calendar days after Defendant issues payment of the Maximum Settlement Amount to the Settlement Administrator.

9.2 Objections and Exclusions

The Court adopts the procedures in the Settlement Agreement and in the Notice Packet for making objections and requests for exclusion.

9.3 Other Orders

1 Pending further order of the Court, all proceedings are stayed except those contemplated in this
2 order and in the Settlement Agreement, and all deadlines except the Final Approval Hearing are
3 vacated. If the Court does not file a final approval order and judgment, the proposed Settlement subject
4 to this order and all evidence and proceedings in connection with the Settlement will be null and void.
5 The Court may, for good cause, extend any of the deadlines set forth in this order or adjourn or continue
6 the Final Approval Hearing without further notice to Class Members.

7 **CONCLUSION**

8 The Court grants the Plaintiffs' motion and (1) conditionally certifies the provisional California
9 class for settlement purposes only, preliminarily approves the settlement, and authorizes the notice as
10 set forth in this order, (2) approves the settlement of the FLSA collective, (3) approves ILYM as the
11 Settlement Administrator, (4) provisionally appoints Plaintiffs Charlotte Daniels and Antonio Loera, Jr.
12 as class representatives and provisionally appoints Rachel Terp of Terp Law P.C. and Sharon Vinick of
13 Vinick Hyams LLP as Class Counsel, (5) appoints Plaintiffs Charlotte Daniels and Antonio Loera, Jr.
14 as the FLSA collective representatives and Rachel Terp of Terp Law P.C. and Sharon Vinick of Vinick
15 Hyams LLP as counsel for the FLSA collective, (6) orders the procedures in this order (including all
16 dates in the chart), and (7) orders the Parties and the Settlement Administrator to carry out their
17 obligations in the settlement agreement.

18 IT IS SO ORDERED.

19 Dated: April 23, 2026



20
21 Hon. Laurel Beeler