





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

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

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

16           10.      The Court approves, as to the form and content, the Class Notice, attached as  
17 **Exhibit A** to the Settlement Agreement and as **Exhibit 1** to this Order.

18           11.      The Court further finds that the Class Notice appears to fully and accurately inform  
19 the Class Members of all material elements of the proposed Settlement, of the Class Members' right  
20 and opportunity to be excluded from the Settlement, of the Class Members' right and opportunity  
21 to challenge Defendants' records of workweeks worked; and of the Class Members' right and  
22 opportunity to object to the Settlement.

23           12.      The Court approves, as to the form and content, the Objection Form, attached as  
24 **Exhibit B** to the Settlement Agreement and as **Exhibit 2** to this Order.

25           13.      The Court approves, as to the form and content, the Exclusion Form, attached as  
26 **Exhibit C** to the Settlement Agreement and as **Exhibit 3** to this Order.

27           14.      The Court approves, as to the form and content, the Dispute Form, attached as  
28 **Exhibit D** to the Settlement Agreement and as **Exhibit 4** to this Order.

**Form and Timing of Notice**

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2           15.     Within fifteen (15) calendar days after issuance of this Preliminary Approval Order,  
3 Defendant Grace Staffing LLC shall provide the Settlement Administrator, in an electronically  
4 usable format, with the Class Data (name, last-known address, social security number and number  
5 of Class Period Workweeks and PAGA Pay Periods).

6           16.     Within fifteen (15) calendar days after the Settlement Administrator receives the  
7 Class Data from Defendant Grace Staffing LLC, the Settlement Administrator shall mail the Notice  
8 Packet, substantially in the form of Exhibits 1 through 4 attached to this Order, to be mailed by  
9 first-class mail postage pre-paid, to all Class Members through the notice procedure described in  
10 the Settlement Agreement.

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

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

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

1 **Ability of Class Members to Opt Out of the Class, Object to the Settlement and/or Dispute their**  
2 **Individual Payment**

3 20. Pursuant to paragraphs IV(F)(2) of the Settlement Agreement and as set forth in the  
4 Class Notice, Class Members shall have forty-five (45) days from the date the Notice Packet is  
5 mailed to submit any requests for exclusions in accordance with the procedures set forth in the Class  
6 Notice.

7 21. Any Class Member who submits a timely and valid Exclusion Form or request for  
8 exclusion shall not be a member of the Class, shall be barred from participating in this Settlement,  
9 and shall receive no benefit from this Settlement, except that any Class Member who is a PAGA  
10 Aggrieved Employee will still receive his or her share of the employee portion of the PAGA  
11 Payment and will release the PAGA claims.

12 22. Any Class Members who do not properly and timely exclude themselves from the  
13 Settlement shall be included in the Settlement Class and, if the Settlement is approved and becomes  
14 effective, shall be bound by all the terms and provisions of the Settlement Agreement, including but  
15 not limited to the release of the Settled Claims described therein, whether or not such person shall  
16 have objected to the Settlement and whether or not such person participates in the settlement fund.

17 23. Pursuant to paragraph IV(F)(3) of the Settlement Agreement, Class Members shall  
18 have forty-five (45) days from the date the Notice Packet is mailed to submit any objections to the  
19 Settlement in accordance with the procedures set forth in the Notice. The Settlement Administrator  
20 shall email any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall  
21 include all Objections received, and Plaintiff's response(s) thereto, with Plaintiff's motion for final  
22 approval of the Settlement.

23 24. Pursuant to paragraphs IV(F)(3) of the Settlement Agreement, Class Members shall  
24 have forty-five (45) days from the date the Notice Packet is mailed to dispute their employment  
25 dates or the number of Workweeks.

26 25. The Court orders that any written objection to the Settlement, request for exclusion  
27 from the Class, or disputed information on Class Notices must be submitted in writing in  
28 accordance with the procedures set forth in the Notice Packet.

26. The Court further orders that this is without prejudice to the Class Member's written

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

5 **Fairness Hearing**

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

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

22 28. The Court orders that any Class Member who has not requested to be excluded from  
23 the Settlement, and any other interested person, may appear at the Fairness Hearing in person or by  
24 counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the  
25 matters to be considered at the Fairness Hearing. Any documents filed with the Court must also be  
26 served on counsel, by any method authorized under the California Code of Civil Procedure.

27 29. Any responses to any written objections to the Settlement and any other matter in  
28 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of

1 the Settlement.

2 30. The Court may adjourn the Fairness Hearing, including the consideration of the  
3 application for the payment of a service award to the Class Representative and for attorneys' fees  
4 and expenses, without further notice of any kind other than an announcement of such adjournment  
5 in open court at the Fairness Hearing or any adjournment thereof.

6 31. A Fairness Hearing in this Court is set for ~~October 29, 2026~~. May 21, 2026 at 10:00 a.m.

7 32. The Court HEREBY GRANTS preliminary approval of the class action settlement  
8 as set forth above.

9 **IT IS SO ORDERED.**



Samantha Jessner / Judge

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11 Dated: 01/15/2026  
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HONORABLE SAMANTHA P. JESSNER  
JUDGE OF THE SUPERIOR COURT

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