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FILED
San Diego Superior Court

SEP 12 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

ERIC SANCHEZ on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiff,

v.

J & L INSULATION, INC.; and DOES 1-
100,

Defendants.

Case No. 37-2024-00019764-CU-OE-CTL

[Consolidated with Case No. 37-2024-
00029776-CU-OE-CTL]

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: September 12, 2025
Time: 9:00 a.m.
Dept.: C-60

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Matthew C. Braner presiding, on September 12, 2025. The Court having
4 considered the papers submitted in support of the Motion, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The following Class is conditionally certified for purposes of settlement only: All
7 current and former non-exempt employees of Defendant who worked within the State of
8 California at any time from April 26, 2020 to June 20, 2025.

9 2. The Court grants preliminary approval of the Settlement and the Class based upon
10 the terms set forth in the Settlement Agreement filed herewith. Capitalized terms shall have the
11 definitions set forth in the Settlement.

12 3. The Settlement appears to be fair, adequate and reasonable to the Class. The
13 Settlement falls within the range of reasonableness and appears to be presumptively valid,
14 subject only to any objections that may be raised at the final approval hearing and final approval
15 by this Court.

16 5. Plaintiff Eric Sanchez is conditionally approved as the Class Representative for
17 the Class.

18 6. The proposed Class Representative Enhancement Payment of \$10,000 payable to
19 the Plaintiff for his services as the class representative is conditionally approved.

20 7. David Mara and Matthew Crawford of Mara Law Firm, PC are conditionally
21 approved as Class Counsel for the Class.

22 8. The proposed awards of up to \$50,000 in attorneys' fees and up to \$13,000 in
23 actual costs payable to Class Counsel are conditionally approved.

24 9. A final approval hearing on the question of whether the Settlement, attorneys'
25 fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be
26 finally approved as fair, reasonable and adequate as to Class Members is scheduled in
27 Department C-60 on the date and time set forth in Paragraph 16 below.

1 10. The Court confirms Apex Class Action LLC (“Apex”) as the Settlement
2 Administrator.

3 11. The proposed payment of no more than \$5,000 in costs to Apex for its services as
4 the Settlement Administrator is conditionally approved.

5 12. The Court hereby preliminarily approves the allocation of \$2,000 of the Gross
6 Settlement Amount to Plaintiff’s PAGA claims. Of this amount, 75% will be paid to the Labor
7 and Workforce Development Agency (“LWDA”) and the remaining 25% will be distributed to
8 the Aggrieved Employees. At the Final Approval Hearing, the Court will determine the
9 sufficiency of the PAGA payment. If the Court decides to award less than the amounts set forth
10 by the Parties, then excess amount will become part of the available Net Settlement Amount.

11 13. The Court approves, as to form and content, the Notice of Settlement in
12 substantially the form attached as **Exhibit A** to this order. The Court approves the procedure for
13 Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the
14 Notice of Settlement.

15 14. The Court directs the mailing of the Notice by first class mail to Class Members
16 in accordance with the implementation schedule set forth in Paragraph 16 below. The Court
17 finds the dates selected for the mailing and distribution of the Notice, as set forth in the
18 Implementation Schedule, meet the requirements of due process and provide the best notice
19 practicable under the circumstances and shall constitute due and sufficient notice to all persons
20 entitled thereto.

21 15. To facilitate administration of the Settlement pending final approval, the Court
22 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or
23 administrative proceedings (including, but not limited to, filing claims with the Division of
24 Labor Standards Enforcement of the California Department of Industrial Relations) regarding
25 claims released by the Settlement unless and until such Class Members have filed valid Requests
26 for Exclusion with the Settlement Administrator and the time for filing valid Requests for
27 Exclusion with the Settlement Administrator has elapsed. This provision shall not apply to
28

1 claims not alleged in the Action.

2 16. The Court orders the following **Implementation Schedule** for further
3 proceedings:

4 a.	Deadline for Defendant to submit Class Data to Settlement Administrator:	[10 business days after entry of the Preliminary Approval Order]
5		
6 b.	Deadline for Settlement Administrator to Mail the Notice to Class Members	[10 business days after receipt of the Class Data]
7		
8		
9 c.	Deadline for Class Members to Postmark Requests for Exclusion Forms	[30 days after mailing of Notice to Class Members]
10		
11		
12 d.	Deadline for Receipt by Court and Counsel of any Objections to the Settlement	[30 days after mailing of Notice to Class Members]
13		
14 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	[16 Court days before Final Approval Hearing]
15		
16 f.	Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Service Awards	[16 Court days before Final Approval Hearing]
17		
18		
19 g.	Final Approval Hearing and Final Approval	<u>12/12</u> , 2025
20		

21 **IT IS SO ORDERED.**

22 Dated: 9/12, 2025

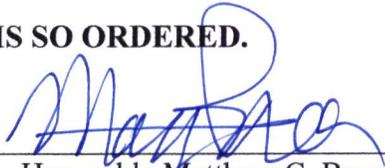
23 BY 
24 Honorable Matthew C. Braner
25 San Diego Superior Court Judge

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current or former non-exempt employees who worked for Defendant in the State of California from April 26, 2020, through June 20, 2025.

The California Superior Court, County of San Diego has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“the Lawsuits”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current or former non-exempt employees who worked for Defendant in the State of California from April 26, 2020, through June 20, 2025.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?	Page 1
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PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

1. Why Have I Received This Notice?

J & L Insulation, Inc. (hereinafter referred to as “Defendant”) records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from April

26, 2020, through June 20, 2025 (the “Class Period”).

A Preliminary Approval Hearing was held on September 12, 2025, in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [final approval date] at [time], before Honorable Matthew C. Braner in Department C-60, located at 330 West Broadway, San Diego, California 92101.

2. *What Is This Case About?*

A class action complaint against Defendant was filed in the San Diego County Superior Court on April 26, 2024 (Case No. 37-2024-00019764-CU-OE-CTL). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay all Wages Due at the Time of Termination; and (7) Violation of Unfair Competition Law, on behalf of Class Members.

A PAGA (Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the San Diego County Superior Court on June 24, 2024 (Case No. 37-2024-00029776-CU-OE-CTL). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay all Wages Due at the Time of Termination; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and (7) Failure to Pay All Wages Twice Per Month.

The two cases (Case Nos. 37-2024-00019764-CU-OE-CTL and Case No. 37-2024-00029776-CU-OE-CTL) have been consolidated, with 37-2024-00019764-CU-OE-CTL designated as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you worked for Defendant in the State of California as a non-exempt employee at any time from April 26, 2020, through June 20, 2025.

If you worked for Defendant in the State of California as a Class Member from April 20, 2023, through June 20, 2025, you are also an Aggrieved Employee under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiff Eric Sanchez brings these actions behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class." The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://odyroa.sdcourt.ca.gov/>. After you agree to the terms, select 2024 in the second box under the "V3 Format," enter 00019764 in the third box under the "V3 Format," and then press the "Search" button. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
<p>MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p>	<p>FISHER & PHILLIPS LLP Phillip Simpler Kathryn Evans 4747 Executive Drive, Suite 1000 San Diego, California 92121 Telephone: (858) 597-9600 Facsimile: (858) 597-9601</p>

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be

bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. If you are a Class Member who does not opt out of the Settlement, you may also raise a verbal objection to the Settlement at the Final Approval Hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release

Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

All claims alleged or that could have been alleged based on the facts and circumstances alleged in the Class Action Complaint, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.2, 226.3, 226.7, 246, 248.2, 248.6, 510, 512, 515, 558, 1194, 1194.2, 1197; IWC Wage Order No. 4-2001 related to the alleged Labor Code violations; California Code of Regulations, Title 8, sections 11110 and 3395; and California Business and Professions Code sections 17200-17208; and any claim for attorneys' fees and costs related to the above-referenced claims.

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include are:

All claims asserted in the PAGA Action Complaint and Plaintiff's PAGA notice to the LWDA or that could have been alleged based on the facts and circumstances alleged in the PAGA Action Complaint and Plaintiff's PAGA notice to the LWDA, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 222, 223, 224, 226, 226.2, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1199, 2698, 2699; IWC Wage Order No. 4-2001 related to the alleged Labor Code violations; and California Code of Regulations section 11070. All Released PAGA Claims are limited to the PAGA Period

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Release Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All Aggrieved Employees will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$150,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$5,000; (3) a payment of \$2,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$50,000 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$13,000 for litigation costs. All of these payments are subject to court approval.

¹ "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employees' Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$1,500 (75% of the \$2,000 total PAGA Payment). The remaining \$500 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on the Class Data which shows you worked [redacted] workweeks during the Class Period. The maximum number of workweeks any Class Member may have is [redacted].

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [redacted]. This is based on the PAGA Data which shows you worked [redacted] workweeks during the PAGA Period. The maximum number of workweeks any Aggrieved Employee may have is [redacted].

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: one-third wages, one-third interest, and one-third penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$50,000) for attorney fees and \$13,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free or Class Counsel listed above. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Please refer to the J & L Insulation Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://odyroa.sdcourt.ca.gov/>. After you agree to the terms, select 2024 in the second box under the "V3 Format," enter 00019764 in the third box under the "V3 Format," and then press the "Search" button. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.