

10/20/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Gonzalez v. MAG Aerospace Industries, LLC.

Case No. 23STCV31607

Department SSC-9

Hon. Elaine Lu

Hearing: 8/12/25, 11/13/25 (taken off calendar per 9/25/25 NACR)

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$1,150,000**, non-reversionary. (¶3.1)
- The Parties will request the Court to approve and award the following deductions to be made from the GSA:
 - Up to **\$383,333.33** (33%) for attorney fees (¶3.2.2);
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 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$10,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA and **\$5,000** (25% of \$20,000 PAGA penalty) to Aggrieved Employees. (¶3.2.5); and
 - Up to **\$9,900** for settlement administration costs. (¶3.2.3)
- Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **January 30, 2026**, and will be heard on **March 3, 2026, 10:00 a.m., in Department 9**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is set for February 6, 2026, 8:30 a.m., Department 9.

The Court hereby **VACATES** the Hearing on Motion for Preliminary Approval set for November 13, 2025, as the instant order grants preliminary approval.

BACKGROUND

This is a wage and hour class action. On December 27, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices.

On May 22, 2024, Plaintiff a First Amended Class & Representative Complaint against Defendant adding a claim for civil penalties under the PAGA.

Counsel represents that prior to mediation, Defendant produced a sample of time and pay records for class members and provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

On September 6, 2024, the Parties participated in private mediation with experienced class action mediator, the Honorable Amy D. Hogue (Ret.), and were able to come to an agreement.

A fully executed long form Settlement Agreement was filed with the court on April 4, 2025 attached as Exhibit 1 to the Declaration of Arrash T. Fattahi ("Fattahi Decl.").

On August 12, 2025, the court continued Plaintiff's motion for preliminary approval and required the parties to address the uncertainty regarding the escalator clause and the end date of the class period and the PAGA period.

On September 17, 2025, Plaintiff filed the supplemental declaration of Arrash T. Fattahi attaching as Exhibit C a new and amended settlement agreement fully executed by the parties on September 16, 2025 and September 17, 2025. All references herein are to the fully executed amended settlement agreement filed on September 17, 2025.

The Parties now move for preliminary approval of the proposed class action settlement.

SETTLEMENT CLASS DEFINITION

- "Class" means all persons employed by Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period. (Settlement Agreement, ¶1.5.)
 - "Class Period" means the period from December 27, 2019 to August 17, 2025. (¶1.12.)

- “Aggrieved Employee” means all persons who have been employed by Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period. (¶1.4)
 - “PAGA Period” means the period from January 15, 2023 to August 17, 2025. (¶1.31)
- Based on a review of its records to date, Defendant estimates there are 415 Class Members who collectively worked a total of 44,471 Workweeks, and 307 Aggrieved Employees who worked a total of 18,955 PAGA Pay Periods through August 17, 2025, which is the end of the Class Period and the PAGA Period. (¶4.1)
- The parties agree to class certification for the purposes of settlement. (¶12.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$1,150,000**, non-reversionary. (¶3.1)
 - The following definitions apply for this section: “Total Class Period Workweeks” means the total number of workweeks worked by all Class Members during the Class Period. “Workweek Value” means the quotient of the Net Settlement Amount divided by 40,000. “Escalator Dollar Amount” means the product of the Workweek value multiplied by the number of Total Class Period Workweeks that exceed 46,000. Defendant does not anticipate an increase in the Total Class Period Workweeks through August 17, 2025, which is the end of the Class Period. However, if pursuant to the class notice process and any workweeks dispute the Total Class Period Workweeks exceeds 46,000, Defendant shall increase the Net Settlement Amount by the “Escalator Dollar Amount.” (¶8)
- The Net Settlement Amount (“Net”) (**\$696,766.67**) is the GSA minus the following:
 - Up to **\$383,333.33** (33%) for attorney fees (¶3.2.2);
 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$10,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA. (¶3.2.5); and
 - Up to **\$9,900** for settlement administration costs. (¶3.2.3)
- Defendant will also separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments (¶3.1)
- Funding of GSA: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
- Disbursement of GSA: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payment. (¶4.3)

- There is no claim form requirement. (¶3.1)
- Participating Class Member Payment: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
 - Tax Allocation: 20% as wages and 80% as interest and penalties. (¶3.2.4.1)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. (¶3.2.5.1)
 - Tax Allocation: 100% penalties. (¶3.2.5.2)
- “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.43) The same deadlines apply to workweek challenges. (¶7.6)
 - If the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Defendant may elect to withdraw from the Settlement. (¶9)
- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (not less than 180 days after the date of mailing). (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid Foundation of Los Angeles (“Cy Pres Recipient”), a charitable organization under section 501(c)(3) of the IRS code, pursuant to Code of Civil Procedure Section 384, subdivision (b), subject to Court approval. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (¶4.4.3)
- The settlement administrator is APEX Class Action Administration. (¶1.2)
- The Settlement was submitted to the LWDA on April 4, 2025. (See POS.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? Yes. On September 6, 2024, the Parties participated in private mediation with experienced class action

mediator, the Honorable Amy D. Hogue (Ret.), and were able to come to an agreement. (Fattahi Decl., ¶7.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to mediation, Defendant produced a sample of time and pay records for class members and provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses. (*Id.* at ¶5.)
3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (*Id.* at ¶¶38-46.)
4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, (“Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.”).

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

Counsel provided the following estimated recovery:

CLAIM	MAX RECOVERY	REDUCED RECOVERY
Rest Breaks	\$3,187,352.00	\$637,470.40
Meal Breaks	\$150,260.88	\$30,052.18
Unpaid Wages	\$726,600.00	\$145,320.00
Business Expenses	\$250,000.00	\$50,000.00
Labor Code §203	\$838,278.42	\$203,618.56
Labor Code §226	\$868,000.00	\$203,618.56
PAGA	\$1,348,000.00	\$203,618.56
TOTAL	\$7,368,491.30	\$1,473,698.26

(Fattahi Decl., ¶¶15-23.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).)

4. Amount offered in settlement.

Plaintiff's counsel obtained a \$1,150,000 non-reversionary settlement. This is approximately 16% to 78% of Plaintiff's estimated recovery, which is within the "ballpark" of reasonableness.

The \$1,150,000 settlement amount, after reduced by the requested deductions, leaves approximately \$696,766.67 to be divided among approximately 319 class members. Assuming full participation, the resulting payments will average approximately \$2,184.22 per class member. [$\$696,766.67 \div 319 = \$2,184.22$]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

3. Scope of the release

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶15)

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims involving the (1) failure to pay all minimum and straight time wages, (2) failure to pay all overtime wages, (3) failure to authorize or permit rest periods and pay missed rest period premiums, (4) failure to provide meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment records, (6) failure to maintain accurate records of hours worked and meal periods, (7) failure to pay all wages earned and unpaid at separation, (8) failure to indemnify all necessary business expenditures, (9) failure to furnish accurate itemized wage statements, and (10) unfair competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. (¶15.2)

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for

PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, including, any and all claims involving the (1) failure to pay all minimum and straight time wages, (2) failure to pay all overtime wages, (3) failure to authorize or permit rest periods and pay missed rest period premiums, (4) failure to provide meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment records, (6) failure to maintain accurate records of hours worked and meal periods, (7) failure to pay all wages earned and unpaid at separation, (8) failure to indemnify all necessary business expenditures, and (9) failure to furnish accurate itemized wage statements. (¶15.3)

The named Plaintiff will also provide a general release and 1542 waiver. (¶15.1.)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. **Numerosity.** There are approximately 319 putative class members. (Fattahi Decl., ¶15.) This element is met.

b. **Ascertainability.** The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant’s records. (MPA 16:8-9.)

c. **Community of interest.** “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Class counsel contends that here the common employment practices at issue are: whether Defendant had legally compliant policies and practices for all hours worked, including overtime wages; whether Defendant had legally compliant policies and practices to provide employees with meal periods; whether Defendant had legally compliant policies and practices authorizing and permitting its employees to take rest periods; whether Defendant reimbursed employees for business expenses; whether final payment of wages was untimely and excluded unpaid wages, including meal and rest period premium wages; and whether the wage statements were consequently non-compliant. (MPA, 16:27-17:5.)

Further, counsel contends that typicality is met because Plaintiff is a former employee of Defendant; as such, he alleges that he was subject to the same policies and practices as other similarly situated employees. (MPA, 17:17-19.)

Finally, counsel contends that the Plaintiff is an adequate class member because he does not have conflicts with the class and is represented by adequate counsel. (MPA, 17:25-18:4; Declaration of Plaintiff Gonzalez, *passim*.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. Notice will be by direct mail. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish and Vietnamese translations. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2) Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3) If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. (¶7.4.5) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, claims administration costs are estimated not to exceed **\$9,900**. Prior to the time of the final fairness hearing, the claims administrator must

submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$383,333.33** in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **\$35,000**) by detailing how they were incurred.

7. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to **\$10,000** to Plaintiff. In connection with the final fairness hearing, the named Plaintiff must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount (“GSA”) is **\$1,150,000**, non-reversionary. (¶3.1)
- The Parties will request the Court to approve and award the following deductions to be made from the GSA:
 - Up to **\$383,333.33** (33%) for attorney fees (¶3.2.2);
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 - Up to **\$9,900** for settlement administration costs. (¶3.2.3)
- Employer’s share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.
- Plaintiffs shall release Defendants from claims described herein.

The Parties’ Motion for Final Approval of Class Action Settlement must be filed by **January 30, 2026**, and will be heard on **March 3, 2026, 10:00 a.m., in Department 9**. *Failure to file the Parties’ Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court’s first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties’ Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

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The Court hereby **VACATES** the Hearing on Motion for Preliminary Approval set for November 13, 2025, as the instant order grants preliminary approval.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE, TO GIVE NOTICE TO ALL PARTIES, AND TO FILE PROOF OF SERVICE OF SUCH WITHIN TEN (10) DAYS.

IT IS SO ORDERED.

DATED: October 20, 2025




Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge