

Electronically Received 09/15/2025 08:09 PM

1 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 NIKKI TRENNER, ESQ. (SBN 316007)
nikki@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7
8 Attorneys for Plaintiff CHAZLEY FOSTER

FILED
Superior Court of California
County of Los Angeles
12/03/2025

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 CHAZLEY FOSTER, as an individual and
on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 AMERICAN HONDA MOTOR CO., INC.,
a California Corporation, and DOES 1
16 through 100, inclusive,

17
18 Defendants.

Case No.: 23STCV22112

Assigned for all Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 3, 2025
Time: 10:00 a.m.
Dept.: SSC-15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Court, having read the papers filed regarding Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and having heard argument on the motion, hereby finds and ORDERS as follows:

1. The Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed on or about September 12, 2025, is within the range of possible recovery and, subject to further consideration at the Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and adequate. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

2. For purposes of settlement only, the Court provisionally and conditionally certifies the following class: all current and former non-exempt employees who were employed by Defendant American Honda Motor Co., Inc. (“Honda” or “Defendant”) at any location in California at any time during the Class Period of September 13, 2019 to May 15, 2025.

3. The Court finds the Settlement Class, consisting of approximately 818 members, is so numerous that joinder of all members is impracticable, and that the Settlement Class is ascertainable by reference to the business records of Defendants.

4. The Court finds further there are questions of law and fact common to the entire Settlement Class, which common questions predominate over any individualized questions of law or fact. These common questions include, without limitation: (1) whether Defendant paid Settlement Class Members for all hours worked, (2) whether Defendant provided all required meal breaks; (3) whether Defendant provided all required rest breaks; (4) whether Defendant reimbursed reasonable and necessary business expenses, (5) whether Defendant provided Settlement Class Members with proper itemized wage statements; and (6) whether Defendant timely paid Settlement Class Members all wages due upon separation of employment.

5. The Court finds further the claims of named Plaintiff Chazley Foster are typical of the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Chazley Foster as the Class Representative,

1 and appoints his counsel of record Nikki Trenner, Jamie Serb, and Zachary Crosner, and Crosner
2 Legal P.C., as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The Court
9 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
10 Members of the terms of the Settlement and their rights thereunder, including the right to object to
11 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
12 from the Settlement and the procedure for doing so, their right to obtain a portion of the
13 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
14 Notice of Class Action Settlement (Exhibit A to the Settlement Agreement), and the procedure for
15 providing Notice set forth in the Settlement Agreement, are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Apex Class Action, LLC as the Settlement Administrator, and approves its fees in
18 amount not to exceed \$9,300. The Settlement Administrator is ordered to mail the Class Notice to
19 the Settlement Class Members, in both English and Spanish, via First-Class U.S. Mail as specified
20 in the Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement
21 Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the
22 Settlement Agreement, and particularly with respect to providing the Settlement Administrator all
23 information necessary to perform its duties under the Settlement Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
26 Counsel or any proposed representative enhancement to the Class Representative, shall have forty-
27 five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection
28 to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

1 10. Any member of the Settlement Class who wishes to exclude themselves from the
2 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
3 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
4 and Class Notice.

5 11. A Final Approval Hearing is hereby set for May 6, 2026, at 10:00 a.m. in
6 Department SSC-15 of the Los Angeles County Superior Court, to consider any objections to the
7 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
8 and given full and final approval by the Court, and to determine the amount of attorney's fees and
9 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
10 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
11 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
12 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
13 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later
14 than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to
15 continue the Final Approval Hearing without further notice to the Settlement Class Members.

16 12. Provided he or she has not submitted a timely and valid Request for Exclusion, any
17 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
18 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

19 IT IS SO ORDERED.

20 Dated: 12/03/2025



A handwritten signature in black ink, appearing to read "T. Dillon". The signature is written in a cursive, somewhat stylized font.

Judge of the Superior Court
Timothy Patrick Dillon / Judge

24 Escalator is not triggered.
25 Service award will be at most \$7500.

28