

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

FEB 25 2026

DAVID H. YAMASAKI, Clerk of the Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: 30-2022-01289124-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 20, 2026

Time: 9:00 a.m.

Reservation ID: 74707355

Judge: Hon. William Cluster

Dept.: CX101

1 This matter having come before the Honorable Judge William Claster of the Superior Court of
2 the State of California, in and for the County of Orange, on February 20, 2026, at 9:00 a.m., with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, as counsel for Plaintiff Christina Rodriguez (“Plaintiff”), and Ted Bacon, Esq. of Frost Brown
5 Todd LLP, appearing for Defendant Shaxon Industries, Inc., and Brian Neach, Esq. of Law Offices of
6 Brian Neach and Curtis Chen, Esq. of Law Offices of Curtis Chen & Associates appearing for
7 Defendants Benjamin Wang and Gilbert Wang, respectively (hereinafter “Defendants”). The Court,
8 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
9 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
10 Action and PAGA Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Settlement of Class
13 and PAGA Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true
14 and correct copy of which is attached to the Declaration of Jean-Claude Lapuyade as **Exhibit “1”**. This
15 is based on the Court’s determination that the Settlement Agreement is within the range of possible
16 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
17 California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all terms
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The Gross
22 Settlement Amount shall be paid in four (4) installments. The payment schedule on the installments is
23 as follows:

- 24 • The first installment of \$50,000.00 shall be due within ten (10) calendar days after the Court
25 grants preliminary approval;
- 26 • The second installment of \$50,000.00 shall be due one hundred eighty days (180) after the
27 Court grants preliminary approval;
- 28 • The third installment of \$50,000.00 shall be due three hundred sixty (360) calendar days after

1 the Court grants preliminary approval; and

- 2 • The Fourth Installment of \$150,000 shall be due within fifteen (15) calendar days after the
3 Court grants final approval.

4 4. It appears to the Court on a preliminary basis that the settlement amount and terms are
5 fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of
6 further litigation relating to certification, liability, and damages issues. It further appears that
7 investigation and research have been conducted such that counsel for the Parties are able to reasonably
8 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
9 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
10 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
11 the result of intensive, serious, and non-collusive arms-length negotiations.

12 5. The Court preliminarily finds that the Settlement appears to be within the range of
13 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
14 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
15 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
16 reasonable when balanced against the probable outcome of further litigation relating to certification,
17 liability, and damages issues.

18 6. Plaintiff seeks a Class Counsel Award in the amount of up to One Hundred Thirty Five
19 Thousand Dollars and Zero Cents (\$135,000.00), comprised of up to 35% of the Gross Settlement
20 Amount for attorney's fees, or \$105,000.00, *and* litigation expenses of up to \$30,000.00, to be paid to
21 Class Counsel, as well as a proposed Service Award to the Class Representative, Christina Rodriguez,
22 in an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). ~~While these awards~~
23 ~~appear to be within the range of reasonableness,~~ the Court will not approve the Class Counsel Award
24 or Service Award until the Final Approval Hearing.

25 7. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
26 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
27 proceeding should this Settlement not become final. For settlement purposes only, the Court
28 conditionally certifies the following Class:

1 “All current and former non-exempt employees who worked for Defendant
2 Shaxon Industries, Inc. in California at any time during the period beginning
3 on October 28, 2018 through November 7, 2024 (“Class Period”).”

4 8. For settlement purposes only, Aggrieved Employees are defined as follows:

5 “All current and former non-exempt employees who worked for Defendant
6 Shaxon Industries, Inc. in California at any time during the period beginning
7 on August 11, 2021, through November 7, 2024. (“PAGA Period”).”

8 9. The Court concludes that, for settlement purposes only, the Class meets the requirements
9 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
10 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
11 common questions of law and fact predominate, and there is a well-defined community of interest
12 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
13 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
14 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
15 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
16 to act as counsel for the Class Representative in his individual capacity and as the representative of the
17 Class Members.

18 10. The Court provisionally appoints Plaintiff Christina Rodriguez as the representatives of
19 the Class.

20 11. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
21 and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

22 12. The Court hereby approves, as to form and content, the proposed Notice of Pendency of
23 Class Action Settlement and Final Hearing Date (“Notice Packet”) attached to the Agreement as Exhibit
24 “A”. The Court finds that the Notice Packet appears to fully and accurately inform the Class Members
25 and Aggrieved Employees of all material elements of the proposed Settlement, including the right of
26 any Class Member to be excluded from the Class by submitting a written request for exclusion, and of
27 each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
28 distribution of the Notice Packets substantially in the manner and form set forth in the Agreement and

1 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
2 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
3 of the Notice Packets by first class mail, pursuant to the terms set forth in the Agreement.

4 13. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator.
5 Defendants have provided the Settlement Administrator with the Class Data, including information
6 regarding Class Members that Defendants will in good faith compile from its records, including each
7 Class Member's full name, last-known address, Social Security number, start dates and end dates of
8 employment; and any other information necessary to accurately calculate the number of Workweeks
9 and Pay Periods worked by each Class Member during the Class Period and Aggrieved Employee
10 during the PAGA Period. No later than fourteen (14) calendar days after preliminary approval of the
11 Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members
12 via first class U.S. Mail.

13 14. The Court hereby preliminarily approves the proposed procedure for exclusion from the
14 Settlement. A true and correct copy of the proposed exclusion form is attached to the Agreement as
15 **Exhibit "B."** Any Class Member may individually choose to opt out of and be excluded from the
16 class action portion of the Settlement as provided in the Notice Packet by following the instructions for
17 requesting exclusion from the Settlement as set forth in the Notice Packet. All requests for exclusion
18 must be postmarked or received by the Response Deadline which is sixty (60) calendar days after the
19 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice
20 Packet, not more than fifteen (15) days from the original Response Deadline. Any such person who
21 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
22 Payment under the Settlement and will not be bound by the class action portion of the Settlement, or
23 have any right to object, appeal or comment thereon. Class Members who have not requested exclusion
24 shall be bound by all determinations of the Court, the Agreement, and Judgment.

25 15. Any Class Member who has not opted out may appear at the final approval hearing and
26 may object or express the Class Member's views regarding the Settlement and may present evidence
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
28 by the Court as provided in the Notice Packet. Class Members will have sixty (60) calendar days from

1 the date the Settlement Administrator mails the Notice Packet to postmark their written objections to
2 the Settlement Administrator. A true and correct copy of the proposed objection form is attached to the
3 Agreement as **Exhibit "C"**.

4 16. A Motion for Final Approval and the Motion for Class Counsel Award and Service
5 Award shall both be held before this Court on **July 31, 2026 at 9:00 a.m.** in Department CX101 of the
6 Orange County Superior Court to determine all necessary matters concerning the Settlement, including:
7 whether the proposed settlement of the Action on the terms and conditions provided for in the
8 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an
9 Order Granting Final Approval should be entered herein; whether the plan of allocation contained in
10 the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve
11 the Class Counsel Award, Service Award, and the Settlement Administration Costs. All papers in
12 support of the Motion for Final Approval and the Motion for Class Counsel Award and Service Award
13 shall be filed with the Court and served on all counsel within twenty-eight (28) days following the
14 expiration of the Response Deadline.

15 17. In the event the Settlement does not become effective in accordance with the terms of the
16 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
17 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
19 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
20 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
21 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
22 is not approved.

23 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
24 and all dates provided for in the Agreement without further notice to Class Members and retains
25 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

26 Dated: 2-25-26

27 
28 JUDGE OF THE SUPERIOR COURT
Judge William D. Claster