

FILED

Superior Court of California,
County of Solano
06/09/2026 at 09:25 AM
By: K. Schoenberg, Deputy Clerk

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behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

JUSTIN J. PUTNEY, an individual, on behalf of
himself and others similarly situated,,

Plaintiff,

v.

SONIA, INC., a California corporation; SONIA
CORINA, INC., a California corporation; and DOES
1 through 50, inclusive,,

Defendants.

Case No. CU24-00694

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

Hearing Information:

Date: November 20, 2026

Time: 9:00 a.m.

Department: 7

Action filed: February 1, 2024

FAC filed: May 7, 2024

Trial: None Set

1 Plaintiff Justin J. Putney’s Motion for Preliminary Approval of a Class Action Settlement came before
2 this Court for hearing on November 20, 2026, at 9:00 a.m. The Court having considered the papers
3 submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the settlement based on the terms set forth in
5 executed Stipulation of Class Action Settlement and Release Claims (“Stipulation,” “Settlement
6 Agreement,” “Settlement,” or “Agreement”), attached as Exhibit 1 to the Declaration of Enoch Kim in
7 support of the Motion for Preliminary Approval of Class Action Settlement Agreement. The Court finds
8 that the terms of the Settlement Agreement are fair, adequate, and reasonable to the Class.

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

11 3. The Court finds that the Settlement falls within the range of reasonableness and appears to
12 be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing
13 and Final Approval by this Court.

14 4. The Court preliminarily finds that extensive investigation and research have been
15 conducted, such that counsel for Parties are able to reasonably evaluate their respective positions. The
16 Court preliminarily finds that the Settlement will avoid substantial additional costs to all Parties, as well as
17 avoid the delay and risks that would present by the further prosecution of the Action. The Court
18 preliminarily finds that the Settlement has been reached as the result of intensive, serious, and non-
19 collusive arms-length negotiations, and has been entered into in good faith. The assistance of an
20 experienced mediator in the settlement process further confirms that the Settlement is non-collusive.
21 Finally, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
22 preliminarily finds that the monetary settlement awards made available to the members of the Settlement
23 Class are fair, adequate, and reasonable when balanced against the potential risks of further litigation
24 relating to certification, liability and damages issues.

25 5. The following Class is preliminarily certified for settlement purposes only:

26 All current and former non-exempt employees and respite workers of
27 Defendants Sonia Inc., and/or Sonia Corina, Inc. who worked in the State
28 of California at any time during February 1, 2020, through December 24,
2024.

1 6. The Court preliminarily finds that, for settlement purposes only, the Class meets the
2 requirements for certification under section 382 of the Code of Civil Procedure in that: (a) the Class is
3 ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common
4 questions of law and fact predominate, and there is a well-defined community of interest amongst the
5 members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical
6 of the claims of the members of the Class; (d) the Class Representatives will fairly and adequately protect
7 the interests of the members of the Class; (e) a class action is superior to other available methods for the
8 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for the
9 Plaintiff in his individual capacity and as the representative of the Class.

10 7. The Court provisionally appoints Emil Davtyan, David Yeremian, Alvin B. Lindsay,
11 Enoch J. Kim, and Antonia McKee of D.Law as counsel for the Class ("Class Counsel") for settlement
12 purposes only.

13 8. The Court provisionally appoints Plaintiff Justin J. Putney as the class representative
14 ("Plaintiff" or "Class Representative") for settlement purposes only.

15 9. The Court provisionally appoints Apex Class Action, LLC as the Settlement Administrator.

16 10. The Court approves, both as to form and content, the Notice of Class Action Settlement (in
17 substantially the form attached as Exhibit A to the Settlement Agreement) ("Notice Packet"). The Court
18 finds that the Notice Packet fully and accurately informs the Class Members of all material elements of
19 the Settlement, of the Class Members' right to be excluded from the Settlement by submitting a Request
20 for Exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court
21 further finds that the dates and process selected for the mailing and distribution of the Notice Packet meet
22 the requirements of due process, providing the best notice practicable under the circumstances, and
23 constitute constitutionally due and sufficient notice to all persons entitled hereto. The Court further orders
24 the mailing of the Notice Packet to the Class Members by First-Class U.S. Mail, pursuant to the terms set
25 forth in the Settlement and this Order.

26 11. The Court hereby preliminarily approves the proposed procedure for requesting exclusion
27 from, or opting out of, the Settlement. Any Class Member may choose to be excluded from the Settlement
28 as provided in the Notice Packet and set forth in the Settlement. Any such person who is an Aggrieved

Employee and who chooses to opt out, and be excluded from the Settlement, will not be entitled to any recovery under the Settlement, except for a pro-rata portion of the PAGA Payment, and will not be bound by the Settlement, except for the release of civil penalties under PAGA, or have any right to object to, appeal from, or comment thereon. Class Members who have not submitted a timely Request for Exclusion shall be bound by the Settlement and contemplated judgment to be entered based thereon.

12. No later than (30) calendar days after the Court issues the Preliminary Approval Order, Defendants shall provide the Settlement Administrator the Class Data, as specified in the Settlement.

13. No later than fifteen (15) calendar days of receiving the Class Data from Defendants, the Settlement Administrator shall mail the Notice Packet in the manner specified in the Settlement.

14. The Court orders that any Requests for Exclusion from the Settlement must be postmarked no later than sixty (60) calendar days after the Notice Packet is initially mailed to the Class Members and must be received by the Settlement Administrator to be valid. For any Notice Packets that are returned to the Settlement Administrator as non-delivered on or before the Respond Deadline, the deadlines for Class Members' Requests for Exclusion and written objections will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Notice Packet for all Class Members whose notice is re-mailed.

15. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel of the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion.

16. Any Class Member who does not timely and validly request exclusion from the Settlement ("Settlement Class Member") may object to the Settlement. Any written objection must be signed by the Settlement Class Member and state: (a) full name of the Settlement Class Member (and former names, if any); (b) dates of employment of the Settlement Class Member; (c) last four digits of the Settlement Class Member's Social Security number and/or the Employee ID Number; (d) reason(s) for objection; and (e) case name and number of this matter. To be timely, the objection must be postmarked no later than sixty (60) calendar days after the Notice Packet is initially mailed to the Class. Any Class Member may also appear at the Final Approval Hearing to have his or her objection heard by the Court.

1 17. A Final Approval Hearing shall be held before this Court on _____
2 at _____ a.m./p.m. in _____ of the Superior Court of State of California, County of Solano, 580 Texas
3 Street, Fairfield, CA 94533, to consider the fairness, adequacy, and reasonableness of the Settlement
4 preliminarily approved by this Order, and to consider the application of Class Counsel for an award of
5 reasonable attorneys' fees and costs incurred and the proposed enhancement payments to the Class
6 Representative. All briefs and materials in support of the Motion for an Order of Final Approval and
7 Judgement and Application for Class Counsel Award shall be filed with this Court on or before
8 _____.

9 18. Any party to this case, including any Class Member, may be heard in person or by counsel,
10 to the extent allowed by the Court, in support of, or in opposition to, the Court's determination of the good
11 faith, fairness, reasonableness, and adequacy of the Settlement, attorneys' fees and costs, enhancement
12 payment and any order of Final Approval and Judgment regarding such Settlement, fees, costs, and
13 payment.

14 19. The Settlement is not a concession or admission and shall not be used against Defendants
15 as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether
16 or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding
17 or conduct related to the Settlement, nor any reports or account thereof, shall in any event be construed as,
18 offered or admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse to
19 Defendants, including, but not limited to, evidence of a presumption, concession, indication, or admission
20 by Defendants of any liability, fault, wrongdoing, omission, concession, or damage.

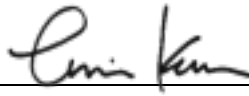
21 20. If the settlement does not become effective in accordance with the terms of the Agreement,
22 or the settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any
23 reason, this Order shall be rendered null and avoid, shall be vacated, and the Parties shall revert to their
24 respective position as of before entering into the Agreement.

25 21. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
26 and all dates provided for in the Settlement without notice to the Class Members and retains jurisdiction
27 to consider all further applications arising out of or connected with the Settlement.
28

1 **IT IS SO ORDERED.**

IN ADDITION, THE PARTIES AGREE ON THE RECORD DURING THE
JUNE 5, 2026 HEARING DATE, THAT THE ESCALTOR PROVISION IS
MOOT AND WILL NOT BE TRIGGERED IN THIS CASE. TK

3 Dated: **06/08/2026**
4 _____, 2026

By:  _____