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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

LARRY BOJASINGH FORD, an individual,
on behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

LUXFER INC., a Delaware Corporation;
ANDREW BUTCHER; and Does 1 through
50, inclusive,

Defendants.

Case No.: CVRI2400806

[Assigned for all purposes to the Hon. Harold
W. Hopp in Dept. 1]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Larry Bojasingh Ford (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Larry Bojasingh Ford, and Sean Hartranft, the Class Action
5 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed
6 Notice of Proposed Class Action Settlement, Request for Exclusion form, and Objection form
7 (“Class Notice” or “Class Notice Packet”), and other documents submitted in support of the Motion
8 for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all individuals employed by
13 Luxfer Inc. as hourly employees working at Luxfer Inc.’s facility located at 3016 Kansas Ave.,
14 Riverside, California and/or 1995 3rd Street, Riverside, California, at any time during the period
15 from June 29, 2021 through September 20, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Larry Bojasingh Ford as Class
17 Representative, and David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group,
18 P.C., as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research have been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith, and attached to the Settlement Agreement as Exhibit A, which also includes the Exclusion
5 and Objection Forms that shall be provided to Class Members. Together these forms constitute the
6 Class Notice Packet.

7 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
8 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
9 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
10 with the requirements of law and appears to be the best notice practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$1,000,000.00, which is inclusive of: attorneys' fees of up to one third (1/3)
13 of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to
14 \$333,333.33, in addition to actual costs incurred of up to \$50,000.00; a service award of up to
15 \$10,000.00 to Plaintiff; costs of settlement administration of no more than \$11,000.00 and Private
16 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$100,000.00, of which
17 \$75,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
18 \$25,000.00 (25%) to Aggrieved Employees.

19 8. "Aggrieved Employees" or "PAGA Class" means defined as all individuals
20 employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016
21 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time during
22 the period from February 14, 2023 through September 20, 2025 ("PAGA Period").

23 9. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be
24 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

25 10. Class Member's "Workweek" shall mean any week during which a Class Member
26 worked any regular hours for Defendants, for at least one day during the Class Period, based on time
27 and payroll records.

28 11. Defendants have represented that the Class Members collectively worked

1 approximately 56,210 Workweeks during the Class Period. In the event that the actual number of
2 Workweeks in the Class Period exceeds 61,831, then the Gross Settlement Amount shall be
3 increased proportionally by the Workweeks in excess of 61,831. For example, if the number of
4 Workweeks worked during the Class Period increases by 11%, the Gross Settlement Amount would
5 increase by 1%. In the alternative, Defendants may end the Class and PAGA Period on the date on
6 which 61,831 Workweeks were worked. Defendants shall make their election regarding the above
7 no later than 7 days after receiving sufficient information that the number of Workweeks has
8 exceeded 61,831.

9 12. The Court deems Apex Class Action LLC (“Apex” or “Settlement Administrator”),
10 the settlement administrator, and preliminarily approves payment of administrative costs, not to
11 exceed \$11,000.00 out of the Gross Settlement Amount for services to be rendered by Apex on
12 behalf of the class.

13 13. No later than fourteen days before the hearing on Plaintiff’s motion for preliminary
14 approval of Settlement, Defendants will provide to the Settlement Administrator an electronic
15 database containing each Class Member’s Class Data. “Class Data” means, for each Class Member
16 and PAGA Member, if applicable, his or her name; last-known mailing address; Social Security
17 Number; his or her employee identification number; his or her dates of employment and number of
18 workweeks worked during the Class Period as a Class Member and pay periods worked during the
19 PAGA Period as an Aggrieved Employee, if applicable.

20 14. Class Data will otherwise remain confidential and will not be disclosed to anyone,
21 except as required to applicable taxing authorities, in order to carry out the reasonable efforts
22 described in section III.E.2.c. of the Settlement Agreement, or pursuant to Defendants’ express
23 written authorization or by order of the Court. All Class Data will be used for settlement notification
24 and settlement administration and shall not be used for any other purpose by Class Counsel.

25 15. The Settlement Administrator shall conduct a National Change of Address search to
26 update Class Member addresses before mailing the Class Notice Packets.

27 16. The Settlement Administrator will mail the Class Notice Packets to all Class
28 Members via first-class regular U.S. Mail no later than seven (7) calendar days after receiving the

1 Class Data and the Order granting preliminary approval of Settlement, using the mailing address
2 information provided by Defendants, unless modified by any updated address information that the
3 Settlement Administrator obtains in the course of administration of the Settlement.

4 17. Not later than twenty (20) days before the date by which the Plaintiff files the motion
5 for final approval of the Settlement, the Settlement Administrator will provide Class Counsel a
6 declaration of due diligence setting forth its compliance with its obligations under the Agreement.
7 In addition, the declaration shall detail and authenticate the number of valid and timely opt outs and
8 objections received, if any. Prior to the Final Approval Hearing, the Settlement Administrator will
9 supplement its declaration of due diligence if any material changes occur from the date of the filing
10 of its prior declaration. Should the Final Approval Hearing be continued, the Settlement
11 Administrator will inform any objecting party of same.

12 18. The Class Notice will provide that Class Members who wish to exclude themselves
13 from the Settlement must mail to the Settlement Administrator not later than forty-five (45) days
14 after the Settlement Administrator mails the Class Notice Packets, a signed Request for Exclusion.
15 To be valid, a Request for Exclusion must be timely and must comply with the instructions in the
16 Class Notice.

17 19. A Class Member who does not complete and mail a timely Request for Exclusion in
18 the manner and by the deadline specified above will automatically become a Participating Class
19 Member and be bound by all terms and conditions of the Settlement, including the Released Class
20 Claims by the Participating Class Members, if the Settlement is approved by the Court, and by the
21 Judgment, regardless of whether he or she has objected to the Settlement.

22 20. The Class Notice will also provide that only Participating Class Members who wish
23 to object to the Settlement may object to the proposed Settlement, either in writing or orally at the
24 Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator
25 no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets
26 and must set forth the grounds for the objection and comply with the instructions in the Class Notice.
27 A Participating Class Member who does not submit an oral and/or a written objection in the manner
28 and by the deadline specified above will be deemed to have waived any objection and will be

1 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-
2 Participating Class Members shall have no ability to comment on or object to the Settlement.

3 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
4 Request for Exclusion will control, and the Objection will be overruled.

5 22. Each Class Member shall also have forty-five (45) days from the date of mailing the
6 Class Notice Packet in which to dispute the number or workweeks which the Class Notice allocates
7 to them during the Class Period. Any Notice of Dispute shall be directed to the Settlement
8 Administrator.

9 23. Defendants will fund the Gross Settlement Amount by depositing the money with
10 the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount
11 necessary to pay Defendant Luxfer Inc.'s share of payroll taxes within fifteen (15) days of the
12 Effective Date.

13 24. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the
14 Settlement Administrator will pay to Participating Class Members, their Settlement Shares; to
15 Plaintiff, the Class Representative Service Payment and Plaintiff's Settlement Share; to Class
16 Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to
17 the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement
18 Administration Expenses.

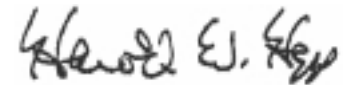
19 25. A Participating Class Member must cash his or her Settlement Share check within
20 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the
21 Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class
22 Member at his or her correct address. If the check remains uncashed by the expiration of the 180-
23 day period after it is mailed to the Participating Class Member, the funds from such uncashed checks
24 will be paid to the California State Controller's Unclaimed Property Fund in the name of the
25 Participating Class Member, and the Participating Class Member will remain bound by the
26 Settlement.

27 26. All papers filed in support of final approval, including supporting documents for
28 attorneys' fees and costs, shall be filed by 16 court days before January 14, 2027.

1 27. A Final Approval Hearing shall be held with the Court on January 14, 2027 at 8:30
2 a.m. in Department 1 of the above-entitled Court to determine: (1) whether the proposed settlement
3 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
4 attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service award to
5 the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
6 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

7 **IT IS SO ORDERED.**

8
9 Dated: August 28, 2026



Judge of the Superior Court
Honorable Harold W. Hopp