FILED
Superior Court of California,
County of San Benito
11/13/2026
By: Mary Salmeron, Deputy Clerk

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (SBN: 228175)
Max W. Gavron (SBN: 291697)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

Attorneys for Plaintiff,
MIGUEL VEGA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BENITO

MIGUEL VEGA, on behalf of himself and all similarly aggrieved employees,

Plaintiff,

v.

TRICAL, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. CU-25-00181

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

Date: November 12, 2026
Time: 1:30 p.m.
Dept.: 1

The Court has before it the unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement ("Motion") of Plaintiff Miguel Vega ("Plaintiff"). Plaintiff seeks an Order Granting Preliminary Approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Trical, Inc. ("Defendant").

The Court having read, heard, and considered all the pleadings and documents submitted in connection with this Motion, and good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

1. This Court grants preliminary approval of the Agreement. The Agreement appears to be fair, adequate, and reasonable to the Class.

2. The terms used herein utilize the same definitions as set forth in the Agreement.

3. The Class Representative and Defendant (hereafter, "Settling Parties"), through their counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class (as defined below and in the Agreement) as a whole.

4. The Court hereby approves the following Class for settlement purposes:

> all persons who work or worked for Defendant as non-exempt employees in the State of California at any time from June 10, 2021, through the date of preliminary approval of this settlement

Should for whatever reason the Agreement not become Final, the fact that the Parties were willing to stipulate to certification of a class as part of the Agreement shall have no bearing on, or be admissible in connection with, the Litigation. The Class Period is the period between June 10, 2021, through the date of preliminary approval of this Settlement.

5. The Court appoints and designates: (a) Plaintiff as the Class Representative and (b) Fitzpatrick & Swanston and Diversity Law Group, P.C., as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

6. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement, and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

7. The Court hereby approves, as to form and content, the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice") to be sent to Class Members in English and Spanish. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

8. The Court appoints and designates Apex as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Class Notice to Class Members using the procedures set forth in the Agreement.

9. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Class Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Released Claims as set forth in the Agreement or have any right to object, appeal, or comment on the settlement. Any Request for Exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely request by the deadline shall be bound by all determinations of the Court, the Agreement, and Judgment.

10. Any Class Member may object to the Agreement or express his or her views regarding the Agreement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

11. Any portion of the Individual Settlement Payment not cashed within one hundred eighty (180) days from the date of issuance of the check shall be entirely paid to California Rural Legal Assistance, Inc., after all payments for the Settlement Administration Costs, Plaintiff's Incentive Payment, PAGA penalties, Attorneys' Fees, and Attorneys' Costs have been fully paid.

12. A final fairness hearing on the question of whether the proposed Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the Settlement Administrator, payment of PAGA penalties, and the Class Representative Incentive Payment should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for February 25, 2027, at 1:30 p.m. in this Court.

13. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Settlement Fairness Hearing.

14. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

IT IS SO ORDERED.

Dated: 11/13/2026

Hon. J. Omar Rodriguez