ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203
TELEPHONE NO.: (818) 265-1020 FAX NO. *(Optional)*: (818) 265-1021
E-MAIL ADDRESS *(Optional)*:
ATTORNEY FOR *(Name)*: Plaintiff Margarita Rodriguez-Lopez

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara
STREET ADDRESS: 191 North First Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Jose 95113
BRANCH NAME:

PLAINTIFF/PETITIONER: Margarita Rodriguez-Lopez
DEFENDANT/RESPONDENT: Toray Advanced Composites, Inc.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 21CV376477/Dept. 7

(Check one): ☑ **UNLIMITED CASE** (Amount demanded exceeded $25,000) ☐ **LIMITED CASE** (Amount demanded was $25,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 24, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A: Order Granting Plaintiffs' Motion for Preliminary Approval of Class and PAGA Settlement

Date: November 6, 2025

Ryan Slinger
(TYPE OR PRINT NAME OF ☑ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

Ryan Slinger
(SIGNATURE)

Exhibit A

Filed
October 24, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV376477
By: edesantiago

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

MARGARITA RODRIGUEZ-LOPEZ, individually, and on behalf of other members of the general public similarly situated, Plaintiff, v. TORAY ADVANCED COMPOSITES, INC., et al., Defendants.[1]	Case No. 21CV376477 **ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Margarita Rodriguez-Lopez and Sadie Armstrong (collectively "Plaintiffs") allege defendant Toray Advanced Composites, Inc. committed various wage and hours violations.

Before the Court is Plaintiffs' motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative Complaint, Defendant employed Plaintiff Rodriguez-Lopez as an hourly-paid, non-exempt employee from June 2020 to approximately August 2020 in the State of California. (Complaint, ¶¶ 16-17.) Defendant failed to: pay wages

[1] On May 27, 2025, the Court ordered this action consolidated with two others, 21CV386834 and 25CV464181.

for all hours worked; pay overtime wages; provide meal periods or compensation in lieu thereof; rest periods or compensation in lieu thereof; pay minimum wages; provide complete and accurate wage statements; maintain complete and accurate payroll records; and reimburse for necessary business-related expenses. (Complaint, ¶¶ 36-44.)

On February 25, 2021, Plaintiff Rodriguez-Lopez initiated this action with the filing of the Complaint, which asserts the following causes of action: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (non-compliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); and (10) violation of California Business & Professions Code §§ 17200, *et seq.*

Plaintiffs now seek an order: preliminarily approving the proposed settlement; certifying the proposed Class for settlement purposes; appointing Plaintiffs as the Class representatives; appointing Arby Aiwazian, Elizabeth Parker-Fawley, Yasmin Hosseini, and Ryan Slinger of Lawyers for Justice, PC and Matthew J. Matern, Dalia Khalili, Joshua D. Boxer, and Hayley M. Davis of Matern Law Group, PC as Class Counsel; approving the proposed Class notice; approving the proposed deadlines for the notice and administration process; approving Phoenix Class Action Administration Solutions ("Phoenix") as the settlement administrator; and scheduling the final approval hearing.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT PROCESS

On October 7, 2020, Plaintiff Armstrong provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants. On February 25, 2021, Plaintiff

Rodriguez-Lopez initiated the class action in this Court. On March 8, 2021, Plaintiff Armstrong initiated her action for PAGA penalties in Solano County. On July 16, 2021, Plaintiff Rodriguez-Lopez provided written notice to the LWDA and Defendants and on September 20, 2021, she filed a complaint for enforcement under PAGA.

Class Counsel conducted significant investigation as well as formal and informal discovery regarding the facts of the cases, including but not limited to, the exchange, review, and analysis of a large volume of documents and data produced by the parties. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff Rodriguez-Lopez and other Class Members' time and pay data, Defendants' Organization Structure, Defendants' timecard training, multiple iterations of Defendants' employee handbook, job description, training record, company policy acknowledgement, Defendants' operations and employment practice, policies, and procedures, among other information and documents.

On March 5, 2024, the parties participated in a full-day mediation with Monique Ngo-Bonnici, Esq., a well-regarded mediator with experience in complex labor and employment matters. With the aid of the mediator's evaluation, the parties reached the settlement currently before the Court.

On November 18, 2024, Judge Christine A. Garringer of Solano County entered an order which transferred the venue of the Armstrong action to this Court and on April 24, 2025, the Court filed a Notice of Transfer of Civil Matter in the Armstrong Action and assigned it an updated case number. On May 27, 2025, the Court entered an order to consolidate the actions.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement amount is $1,185,000. Attorneys' fees not to exceed 35%, which is approximately $414,750, litigation costs of up to $50,000, and administration costs of up to $11,000. $175,000 will be allocated to PAGA penalties, 75% ($131,250) will be allocated to the LWDA, with the remaining 25% ($43,750) will be distributed to "PAGA Employees" who are defined as "all current and former non-exempt employees employed by Defendants in California at any time during the time period from October 7, 2019 through May 7, 2024." Plaintiffs will seek enhancement payments of $10,000 each, totaling $20,000.

The net settlement amount-estimated to be $514,250-will be allocated to members of the "Class" which is defined as "All current and former non-exempt employees employed by Defendants in California at any time during the period from February 25, 2017 through May 7, 2024." For tax purposes, the individual settlement payments will be allocated as follows: 20% to wages, 40% to penalties, and 40% to interest and fees. Individual PAGA payments will be allocated 100% to penalties. Defendants will pay employer payroll taxes separate and apart from the settlement. Funds associated with checks uncashed after 180 days will be transmitted to *Cy Pres* recipient Legal Aid Foundation of Los Angeles.

In exchange for settlement, Class Members who do not opt out will release:

> All claims and causes of action that were alleged in the *Rodriguez-Lopez* Class Action or that reasonably could have been alleged based on the factual allegations in the *Rodriguez-Lopez* Class Action, arising during the Class Period, against any of the Released Parties, including all of the following claims for relief: [(1)] failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages under Labor Code Sec 201, 202; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> [A]ll claims and causes of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") arising from any of the facts alleged in the PAGA notice letters, arising during the PAGA Period, which were claimed or could have been claimed, including all of the following claims for relief: failure to pay overtime wages under Labor Code Sec. 510, 1198; failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; failure to timely pay wages under Labor Code Sec 201, 202; failure to timely pay wages during employment under Labor Code Sec. 204; failure to provide accurate, itemized wage statements under Labor Code Sec. 226; failure to keep requisite payroll records under Labor Code Sec. 1174(d); and failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

V. FAIRNESS OF SETTLEMENT

Class Counsel states that the settlement resulted from arms-length negotiations based upon extensive investigation and discovery, and that the settlement amount was calculated using the information and data uncovered during the litigation, case investigation, and exchange of information (formal and informal). The Court previously continued the hearing on the instant motion because the papers did not contain any exposure analysis and it requested that counsel provide that information. Class Counsel Yasmin Hosseini ("Hosseini") filed a supplemental declaration containing the requested analysis. Class Counsel estimates Defendants' maximum exposure to be as follows: $3,282,694.39 (failure to pay overtime wages); $2,188,181.85 (failure to pay minimum wages); $4,376,363.70 (failure to provide compliant meal periods and associated premiums); $4,376,363.70 (failure to provide compliant rest periods and associated premiums); $2,179,800 (failure to timely pay wages after termination); $2,064,000 (failure to provide compliant wage statements); and $505,938 (failure to reimburse necessary business expenses)—totaling $18,973,341.60. Hosseini estimates the maximum PAGA penalties to be approximately $862,750.

Class Counsel then considered the risks associated with: obtaining and maintaining class certification; success on the merits and establishing liability; and proving the extent of damages and obtaining an award thereof. Thus, Class Counsel calculated Defendants' risk adjusted exposure to be as follows: $98,480.83 (failure to pay overtime wages); $65,645.46 (failure to pay minimum wages); $131,290.91 (failure to provide compliant meal periods and associated premiums); $131,290.91 (failure to provide compliant rest periods and associated premiums); $65,394 (failure to timely wage wages after termination); $61,920 (failure to provide compliant wage statements); and $15,178.14 (failure to reimburse necessary business expenses)—totaling $569,119.25.

The settlement amount of $1,185,000 is 6.24% of the maximum exposure, which is within the range typically approved by courts. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].) Moreover, it is 208% of the risk adjusted exposure, which is significantly higher than the range typically approved.

Considering the portion of the case's value attributable to uncertain penalties, claims that could be difficult to certify for class treatment, and the multiple, dependent contingencies that Plaintiff would have had to overcome to prevail on the claims, the settlement achieves a good result for the class. For purposes of preliminary approval, the Court finds that the settlement is fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable in light of the statute's purposes.

VI. PROPOSED SETTLEMENT CLASS

Plaintiffs request that the following settlement class be provisionally certified:

> All current and former non-exempt employees employed by Defendants in California at any time during the period from February 25, 2017 through May 7, 2024.

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements

> puts members of the class on notice that their rights may be adjudicated in the proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the consequences. This kind of class definition also advances due process by supplying a concrete basis for determining who will and will not be bound by (or benefit from) any judgment.

(*Noel*, *supra,* 7 Cal.5th at p. 980, citation omitted.)

"As a rule, a representative plaintiff in a class action need not introduce evidence establishing how notice of the action will be communicated to individual class members in order to show an ascertainable class." (*Noel*, *supra,* 7 Cal.5th at p. 984.) Still, it has long been held that "[c]lass members are 'ascertainable' where they may be readily identified … by reference to official records." (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on another ground by *Noel, supra,* 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975-976 ["The defined class of all HD Package subscribers is precise, with objective characteristics and transactional parameters, and can be determined by DIRECTV's own account records. No more is needed."].)

Here, the Class members are readily identifiable based on Defendants' records, and the settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant questions of law or fact, (2) class representatives with claims or defenses typical of the class, and (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34 Cal.4th at pp. 326, 332.)

For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks*, *supra,* 89 Cal.App.4th at p. 916.)

Here, common legal and factual issues predominate. Plaintiffs' claims all arise from Defendants' wage and hour practices and policies regarding reimbursement for business related expenses.

As for the second factor,

> The typicality requirement s meant to ensure that the class representative is able to adequately represent the class and focus on common issues. It is only when a defense unique to the class representative will be a major focus of the litigation, or when the class representative's interests are antagonistic to or in conflict with the objectives of those she purports to represent that denial of class certification is appropriate. But even then, the court should determine if it would be feasible to divide the class into subclasses to eliminate the conflict and allow the class action to be maintained.

(*Medrazo v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

Plaintiffs' claims regarding Defendants' wage and hour practices and reimbursement policies are at the core of this lawsuit. The anticipated defenses are not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are otherwise in conflict with those of the class.

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra,* 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." (*Ibid*., internal citations and quotation marks omitted.)

Plaintiffs have the same interest in maintaining this action as any class member would have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated adequacy of representation.

D. Substantial Benefits of Class Certification

"[A] class action should not be certified unless substantial benefits accrue both to litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120, internal quotation marks omitted.) The question is whether a class action would be superior to individual lawsuits. (*Ibid.)* "Thus, even if questions of law or fact predominate, the lack of superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class action is proper where it provides small claimants with a method of obtaining redress and when numerous parties suffer injury of insufficient size to warrant individual action." (*Id*. at pp. 120–121, internal quotation marks omitted.)

Here, it would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

VII. NOTICE

The content of a class notice is subject to court approval. (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who do not receive notice; and (7) The res judicata effect on class members." (Cal. Rules of Court, rule 3.766(e).)

Here, the notice, which will be provided in English, informs the Class Members of the nature of the lawsuit and their rights under the terms of the Settlement and applicable law. It includes: a detailed explanation of the case, including the basic contentions or denials of the Parties and the basic terms of the Settlement; a statement that the court will exclude the member from the class if they request so by a specified date; a procedure for the member to follow in requesting exclusions from the class; an explanation that members of the Class can participate in the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and a statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. Class Members are given forty-five (45) days to exclude themselves or object.

The form of notice is generally adequate, but must be modified to instruct Class members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or other personal information.

Regarding appearances at the final fairness hearing, the notice shall be modified to instruct class members as follows:

Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

Turning to the notice procedure, as articulated above, the parties have selected Phoenix as the settlement administrator. No later than twenty-one (21) days after preliminary approval, Defendants will deliver the Class List to Phoenix. Phoenix, in turn, will mail the notice packet within fourteen (14) days after receiving the Class data, subsequent to updating Class members' addresses using the National Change of Address Database. Any returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class members who receive a re-mailed notice will have an additional fifteen (15) days to respond. These notice procedures are appropriate and are approved.

VIII. SERVICE AWARD, FEES, AND COSTS

Plaintiffs request enhancement payments of $10,000 each.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)

> enjoyed by the class representative as a result of the litigation. These “incentive awards” to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted; see also *Covillo v. Specialty’s Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant “reputational risk” in bringing an action against an employer].)

Plaintiffs submit declarations in support of the request. While Plaintiff Rodriguez-Lopez describes her communication with Class Counsel and tasks performed, she did not provide an estimate of the amount of time spent in connection with this litigation. Accordingly, prior to the final approval hearing, the Plaintiff Rodriguez-Lopez shall submit a supplemental declaration indicating how many hours she spent working on this action.

The administrative costs in the amount of $11,000 is supported by Plaintiff’s counsel’s declaration and thus, it is approved.

The court also has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiffs’ counsel will seek attorney fees of up to thirty-five (35) percent of the gross settlement amount (currently estimated to be $414,750, and litigation costs for up to $50,000. Prior to any final approval hearing, Class Counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred.

IX. CONCLUSION

Plaintiffs’ motion for preliminary approval is GRANTED.

The final approval hearing shall take place on **April 23, 2026** at 1:30 in Dept. 7. The following class is preliminarily certified for settlement purposes:

All current and former non-exempt employees employed by Defendants in California at any time during the period from February 25, 2017 through May 7, 2024.

IT IS SO ORDERED.

Date: October 24, 2025

CHARLES F. ADAMS
Judge of the Superior Court

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd, Suite 900,
Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd, Suite 900, Glendale, California 91203.

On November 6, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action Electronic Service as follows:

Jeanine D. DeBacker (jdebacker@mstpartners.com)
Anne C. Stromberg (astromberg@mstpartners.com)
Natalie Alejandro (nalejandro@mstpartners.com)
McPHARLIN SPRINKLES & THOMAS LLP
720 University Avenue, Suite 250B
Los Gatos, California 95032

Attorneys for Defendant Toray Advanced Composites, Inc.

[X] BY E-MAIL
The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 6, 2025, at Glendale, California.

Andy Hernandez