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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MARY MOYSES, individually, and on behalf of other members of the general public similarly situated, and CINDI GARCIA, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

PELTON-SHEPHERD INDUSTRIES, INC., a Nevada corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2025-0001410
Consolidated with Case No: STK-CV-UOE-2025-0004802

[Assigned for all purposes to the Hon. Jayne Lee, Dept. 10C]

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

PRELIMINARY APPROVAL HEARING:
Date: October 16, 2026
October 20. 2026
October 22, 2026
October 28, 2026
October 29, 2026
Time: 9:00 a.m.
Dept.: 10C

Action Filed: April 3, 2025

~~[PROPOSED]~~ ORDER

Having reviewed Plaintiffs Mary Moyses and Cindi Garcia's (collectively, the "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of Benjamin H. Haber, the Declarations of Mary Moyses and Cindi Garcia, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and for good cause shown, the Court finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and conditionally certifies the Class based on the terms set forth in the Agreement between Plaintiffs and Defendant Pelton-Shepherd Industries, Inc. ("Defendant"), attached as **Exhibit 1** to the Declaration of Benjamin H. Haber.

2. The Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $563,710.00 to cover the following payments:

a. Individual Class Payments to Class Members who do not validly exclude themselves ("opt out") of the class components of the Settlement;

b. Civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq.*, in the amount of $25,000.00, allocated 65% ($16,250.00) to California's Labor and Workforce Development Agency ("LWDA") and 35% ($8,750.00) to Aggrieved Employees;

c. Class Representative Service Payments to each Plaintiff in an amount not to exceed $10,000.00 each;

d. Attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be $186,024.30) to Plaintiffs' counsel, and up to $30,000.00 for attorneys' costs for actual litigation expenses incurred by Plaintiffs' counsel; and

(e) administration costs in an amount not to exceed $7,500.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) sufficient informal discovery, investigation, research, and litigation have been conducted, such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and adversarial negotiations between the Parties with the assistance of a well-respected mediator experienced in wage-and-hour class actions. Accordingly, the Court preliminarily finds that the Agreement was entered into in good faith.

4. A Final Approval Hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment of civil penalties to the LWDA and Aggrieved Employees to settle PAGA claims, and the Class Representative Service Payments to Plaintiffs should be finally approved as fair, reasonable, and adequate as to Class Members is hereby set in accordance with the Implementation Schedule set forth below. The Court provisionally certifies, for settlement purposes only, the Class defined as all persons who were employed by Defendant in California as an hourly-paid or non-exempt employees at any point from January 29, 2021, through either (a) the date that the Court grants Preliminary Approval, or (b) at Defendant's election, an earlier date, but no earlier than February 19, 2026, including current and former employees ("Class Period")."Aggrieved Employees" means all persons who have been employed by Defendant in California as an hourly-paid or non-exempt employees at any point from January 29, 2024, through the same date on which the Class Period ends, as described in the definition of Class Period, above including current and former employees ("PAGA Period").

5. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) Class Members are so numerous that joinder is impractical; (2) questions of law and fact exist that are common to all Class

Members and predominate over individual issues; (3) Plaintiffs' claims are typical of the Class; (4) Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints Plaintiffs as Class Representatives, for settlement purposes only. The Court further preliminarily approves the request for Class Representative Service Awards in an amount not to exceed $10,000.00 each ($20,000.00 total).

7. The Court appoints as Class Counsel, for settlement purposes only, Plaintiffs' counsel Benjamin H. Haber, Talar DerOhannessian, Kareen Shatikian and Trenten N. Bilodeaux of Wilshire Law Firm, PLC. The Court further preliminarily approves Class Counsel's attorneys' fees in an amount not to exceed one third (1/3) of the Gross Settlement Amount (estimated at $186,024.30), and costs in an amount not to exceed $30,000.00.

8. The Court appoints Apex Class Action Administration as the Administrator with reasonable administration costs not to exceed $7,500.00, except for good cause shown.

9. The Court approves, as to form and content the Class Notice attached to the Agreement as **Exhibit A.** The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members meets the requirements of Code of Civil Procedure section 382, Rule 1856 of the California Rules of Court, and satisfies due process, in that it provides the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Agreement.

11. Any Class Member who does not timely and validly request exclusion from the class action components of the Settlement may object to the Agreement.

12. Any Class Member who has not timely elected to be excluded from the Class and who objects to approval of the proposed Settlement, including any application for attorneys' fees and costs and Class Representative service awards, may appear at the Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate.

13. Any Class member who does not make an objection to the settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

14. All discovery and other pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Order.

15. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	21 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	No later than 14 days after confirming receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	June 11, 2027, at 9:00 a.m./p.m. in Dept. 10C of the above-referenced Court

IT IS SO ORDERED.

Dated: 10/29/26

Jayne Lee

HON. JAYNE LEE
JUDGE OF THE SUPERIOR COURT