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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JAMES WILLIAM SMITH, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

MAGNETIC METALS CORPORATION; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01265296-CU-OE-CXC

Assigned for All Purposes to:
Judge William Claster
Dept. CX-104

**REVISED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 27, 2025
Time: 9:00 a.m.
Dept: CX101

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiffs James William Smith and Ambrocio Rodriguez Zavala
4 (“Plaintiffs”), individually and on behalf of all others similarly situated and on behalf of the
5 general public, has applied to this Court for an order preliminarily approving the settlement of the
6 Action in accordance with the Class Action and PAGA Settlement Agreement and Amendment
7 to Class Action and PAGA Settlement Agreement (collectively, the “Settlement” or “Settlement
8 Agreement”) entered into by Plaintiffs and Defendant Magnetic Metals Corporation
9 (“Defendant”) which sets forth the terms and conditions for a proposed settlement upon the terms
10 and conditions set forth therein (Plaintiffs and Defendant shall be collectively referred to herein
11 as the “Parties”); and

12 WHEREAS, the Court has read and considered Plaintiffs’ Motion for Preliminary
13 Approval of Class Action Settlement.

14 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
15 THAT:

16 1. This Order incorporates by reference the definitions in the Settlement attached as
17 Exhibit 1 and Exhibit 2 to the Supplemental Declaration of Kristy R. Connolly in Support of
18 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed on June 2, 2025, and
19 all terms defined therein shall have the same meaning in this Order.

20 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
21 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
22 adequate and reasonable when balanced against the probable outcome of further litigation relating
23 to liability and damages issues; (c) sufficient investigation and research have been conducted such
24 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
25 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
26 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
27 been reached as the result of non-collusive, arms-length negotiations.

1 3. With respect to the Class and for purposes of proceeding pursuant to California
2 Code of Civil Procedure section 382 for approval of the settlement only, the Court finds on a
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
5 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims
6 are typical of the Class' claims; (d) class certification is a superior method for implementing the
7 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
8 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
9 qualified to serve as counsel for the Class.

10 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
11 conditionally certifies the class for settlement purposes only. The Class is defined as all persons
12 currently or formerly employed by Defendant as a non-exempt employee in the State of California
13 at any time from December 19, 2017 through September 14, 2024.

14 5. Plaintiffs James William Smith and Ambrocio Rodriguez Zavala are hereby
15 preliminarily appointed and designated, for all purposes, as the Class Representatives. Kashif
16 Haque, Samuel Wong, Jessica L. Campbell, and Kristy R. Connolly of Aegis Law Firm, PC are
17 hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class
18 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
19 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
20 necessary to consummate the Settlement. Any Class Member may enter an appearance either
21 personally or through counsel of such individual's own choosing and at such individual's own
22 expense. Any Class Member who does not enter an appearance or appear on his or her own will be
23 represented by Class Counsel.

24 6. Should, for whatever reason, the Settlement not become final, the fact that the
25 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
26 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
27 a non-settlement context.

1 7. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
3 subject to modification at final approval.

4 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
5 third of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$30,000.00,
6 a Service Award of up to \$10,000.00 for each Plaintiff, payment to the LWDA in the amount of
7 \$15,000.00, and costs of administration not to exceed \$6,750.00, subject to final approval.

8 9. The Court hereby approves, as to form and content, the Class Notice, Dispute Form,
9 and Objection Form, that are attached to the Settlement Agreement as Exhibits A, B, and C
10 (collectively the "Notice Packet"), to be distributed to Class Members. The Court finds that
11 distribution of the Notice Packet, substantially in the manner and form set forth in the Settlement,
12 meets the requirements of due process, is the best notice practicable under the circumstances, and
13 shall constitute due and sufficient notice to all persons entitled thereto.

14 10. The Court hereby appoints Phoenix Settlement Administrators, Inc. as Settlement
15 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
16 Class Members the Notice Packet using the procedures set forth in the Settlement Agreement. Class
17 Members who wish to participate in the settlement provided for by the Settlement Agreement do
18 not need to respond to the Notice Packet.

19 11. All costs of mailing of the Notice Packet, whether foreseen or not, shall be paid
20 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
21 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
22 to \$6,750 as provided in the Settlement.

23 12. Any Class Member may choose to opt-out of and be excluded from the Class as
24 provided in the Notice Packet. Any such person who chooses to opt-out of and be excluded from
25 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
26 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
27 requested exclusion/opted-out shall be Participating Class Members and bound by all
28 determinations of the Court, the Settlement, and the Final Judgment.

1 13. A Final Fairness and Approval Hearing shall be held before this Court on **October**
2 **24, 2025 at 9:00 a.m.** in Department CX-101 of the Superior Court for the State of California,
3 County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. All papers
4 in support of final approval and related awards for fees, costs, and Plaintiffs' Service Award must
5 be filed and served at least 16 court days before the final approval hearing.

6 14. Any Participating Class Member must object to the Settlement by following the
7 instructions for submitting written objections that are set forth in the Settlement Agreement and
8 Notice Packet, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
9 final authority with respect to the consideration and admissibility of any objections. Any
10 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

11 15. The Settlement is not a concession or admission, and shall not be used against the
12 Released Parties, as an admission or indication with respect to any claim of any fault or omission
13 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
14 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
15 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
16 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
17 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
18 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

19 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
20 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
21 are hereby stayed.

22 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
23 of the Class Members for all matters relating to this Action, and this Settlement, including
24 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
25 enforcement of this Settlement and this Order.

26 18. The Court reserves the right to adjourn or continue the date of any hearing and all
27 dates provided for in the Settlement without further notice to Class Members, and retains
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1 jurisdiction to consider all further applications arising out of or connected with the proposed
2 Settlement.

3 DATED: _____

Honorable William Claster
JUDGE OF THE SUPERIOR COURT

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