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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MIGUEL A. HUERTA ALVAREZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept. CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

CONTINUED HEARING
Date: November 16, 2026
Time: 1:30 p.m.
Dept.: CX103

The Court has before it Plaintiff Miguel A. Huerta Alvarez's ("Plaintiff" or "Class Representative") Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"), which was continued from July 20, 2026 to November 16, 2026. Having reviewed the Motion along with the accompanying papers, Plaintiff's supplemental papers, and the Class Action and PAGA Settlement Agreement as amended by the First Amendment to Class Action and PAGA Settlement Agreement (together referred to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant ASAS Group, Inc. ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy of the Class Action and PAGA Settlement Agreement is attached as Exhibit 1 to the declaration of Plaintiff's counsel filed in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (ROA 70), and a true and correct copy of the First Amendment to Class Action and PAGA Settlement Agreement is attached to the Supplemental Declaration of Trenten N. Bilodeaux as Exhibit 1.

2. For settlement purposes, the Court provisionally certifies the Class defined as all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the Class Period, including current and former employees (each "Class Member(s)" collectively the "Class"). The Class Period is the period from June 3, 2021, through February 6, 2026 (the "Class Period").

3. The Settlement falls within the range of reasonableness of a settlement which 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 $225,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $20,000.00 payment for penalties under the Private

Attorneys General Act ("PAGA"), with 65% of which ($13,000.00) being paid to the LWDA (the "LWDA PAGA Payment") and 35% ($7,000.00) being paid to eligible Aggrieved Employees (the "Individual PAGA Payment(s)") (as defined in the Settlement Agreement); (c) an enhancement award of up to $10,000.00 for Plaintiff (the "Class Representative Service Payment"); (d) Class Counsel's attorneys' fees not to exceed thirty percent (30%) of the Gross Settlement Amount ($67,500.00) (the "Class Counsel Fees Payment"), and up to $17,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a payment to Apex Class Action, LLC (the "Administrator") of up to $4,990.00 (the "Administration Costs"). Twenty percent (20%) of each Individual Class Payment will be allocated to wages and eighty percent (80%) to interest and penalties, which the Court finds reasonable for the reasons stated in the Parties' supplemental papers.

4. 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 § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant 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 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties Payment for the LWDA and Aggrieved Employees' share of the settlement of claims for penalties under the PAGA, and the Class Representative Service Payment should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with

the implementation schedule set forth below.

6. 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) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Talar DerOhannessian, Kareen Shatikian, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action, LLC as the "Administrator" with the Administrator Costs estimated not to exceed $4,990.00.

10. The Court approves, as to form and content, the Amended Class Notice attached as Exhibit A to the First Amendment to Class Action and PAGA Settlement Agreement (the "Class Notice"), and the Request for Exclusion Form attached as Exhibit B to the First Amendment (the "Request for Exclusion Form"). True and correct copies of the Class Notice and the Request for Exclusion Form are attached hereto as **Exhibits 1 and 2**. The Administrator shall mail the Class Notice and the Request for Exclusion Form in English and Spanish, and shall insert each Class Member's estimated payments and Workweek and PAGA Pay Period information before mailing. The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled

thereto.

11. The Court notes Defendant's representation that the Class consists of 123 Class Members who worked a total of 6,479 Workweeks during the Class Period, and that the Escalator Clause (Paragraph 8 of the Settlement Agreement, as amended) therefore has not been triggered. The Gross Settlement Amount is $225,000.00, the Class Period and PAGA Period end on February 6, 2026, and the Administrator shall mail the Class Notice to all Class Members identified in the Class Data. If the Class Data reflects more than 7,040 Workweeks, the Gross Settlement Amount shall increase as provided in Paragraph 8, subject to Defendant's opportunity to review and dispute the calculation before additional funding becomes due, with any dispute the Parties cannot resolve to be decided by the Court, and no Class Member shall be excluded from the Settlement under Paragraph 8.

12. The Administrator and the Parties shall attempt to resolve any dispute regarding a Class Member's Workweeks or PAGA Pay Periods, and any dispute regarding the validity or authenticity of a Request for Exclusion. The Court will decide any such dispute that the Administrator and the Parties cannot resolve, and the Administrator shall identify any unresolved dispute in its declaration filed in support of final approval.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. In the motion for final approval, Plaintiff shall state the highest, lowest, and average estimated Individual Class Payments and Individual PAGA Payments.

16. The Court orders the following implementation schedule:

Defendant to provide Class Data to the Administrator	Within 7 calendar days after the Court grants Preliminary Approval of the Settlement
Administrator to mail	Within 14 days after receipt of the Class Data from Defendant

the Class Notice and Request for Exclusion Form	
Response Deadline	60 days after Class Notice is mailed by the Administrator, plus 14 additional days for any notices that are re-mailed
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	April 12, 2027, at 1:30 p.m., in Department CX103. The hearing may be continued to another date without further notice to the Class Members.

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

18. _____

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IT IS SO ORDERED.

DATE: _____

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Hon. David A. Hoffer
Judge of the Superior Court