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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

JOSE ANTONIO BENZOR, as an individual and on behalf of all employees similarly situated,

Plaintiff,

v.

GOTHAM GREENS DAVIS LLC, a California Limited Liability Company; DOES 1 through 50, inclusive,

Defendants.

Case No.: CV2025-2996

[Assigned for all purposes to Hon. Samuel T. McAdam, Dept. 14]

CLASS AND PAGA REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Date:	November 12, 2026
Time:	9:00 a.m.
Courtroom:	Dept. 14
Judge:	Hon. Samuel T. McAdam
Action Filed:	October 14, 2025
Trial Date:	Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on November 12, 2026, upon the Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA REPRESENATIVE ACTION SETTLEMENT AGREEMENT (the "Agreement") *see* Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement ["Tunyan Decl."], at Exh. 1).

After reviewing the Agreement, the Notice process, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court preliminarily finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

3. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

4. The Parties' Settlement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed settlement Class of the terms of the proposed settlement.

5. The Parties' proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A, is

sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement, their rights to object to the Settlement, their right to receive a payment under the settlement or elect not to participate in the settlement, and the processes for doing so, and the date and location of the final approval hearing and are therefore approved.

6. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

> All current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. (the "Class Period" is from October 14, 2021 through September 13, 2026, or as modified under Paragraph 8 of the Settlement Agreement.) "Participating Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶ ¶1.9, 1.34.)

7. The following persons are PAGA Group Employees for the purpose of entering a settlement in this matter:

> All current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (the "PAGA Period" is from October 14, 2024 through September 13, 2026, or as modified under Paragraph 8 of the Settlement Agreement.) PAGA Group Members cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.30.)

8. Plaintiff JOSE ANTONIO BENZOR is appointed as the Class Representative. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Litigation. TUNYAN LAW, APC is appointed Class Counsel.

9. The Court appoints Phoenix Class Administration Solutions to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

10. Defendant is directed to provide the Settlement Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement (the "Class Database").

11. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement

Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

12. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the response deadline. Any request for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class members are not required to send copies of their Exclusion request to counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every Exclusion request received by the Settlement Administrator.

13. To be considered, Class Members must timely file and serve their written objections in accordance with the Agreement.

14. Upon completion of the Notice process, the Settlement Administrator shall provide a report of the results of that process to Counsel for all Parties.

15. A final approval hearing will be held on _____**, 2027**, at _____, in Department 14, to determine whether the settlement should be granted final approval as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice and this Order.

16. As set forth in the Notice, any Class Member may appear at the final approval hearing in person or by his or her own attorney or virtually via https://www.yolo.courts.ca.gov/online-services/video-appearance and show cause why the Court should not approve the settlement.

17. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members.

18. Class Counsel shall give notice to any objecting party of any continuance of the hearing of the motion for final approval.

19. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

20. In the event that the Settlement does not become effective in accordance with the terms

of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation of the Actions.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Samuel T. McAdam
YOLO SUPERIOR COURT JUDGE

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
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 535 N Brand Blvd. Suite 285, Glendale, California 91203.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

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[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

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

Executed on October 13, 2026, at Glendale, California.

Imelda Orellana
Name

Signature