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Attorneys for Plaintiff HECTOR CHAVEZ CRUZ, individually and on behalf of all others similarly situated

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

HECTOR CHAVEZ CRUZ, individually and on behalf of all others similarly situated,

Plaintiff,

v.

GLOBAL METAL RECYCLING, INC., a California Corporation,

Defendant.

Case No. 30-2025-01516858-CU-OE-CXC
Related with Case No. 30-2026-01547873-CUOE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER
DEPT. CX101

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT**

Reservation number: 75000069

Date: December 4, 2026
Time: 9am
Dept.: CX101

**ORDER**

This matter came on for hearing on December 4, 2026 at 9AM in Department CX101 of the above-captioned court on the Motion for Preliminary Approval of PAGA and Class Action Settlement, upon the terms and conditions set forth in the Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (hereinafter "Settlement Agreement" or "Settlement").

The Court, having fully reviewed the Motion for Preliminary Approval of PAGA and Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Notice of California Class and PAGA Representative Action Settlement "Class Notice" (Settlement Agreement; Exhibit A), and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to all non-exempt employees who have been employed by Defendant in California at any time during the Class Period (defined as October 6, 2021, through June 30, 2026) ("Class Members") in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS**:

It appears to the Court on a preliminary basis that the Gross Settlement Sum is fair and reasonable to all Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND

AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

This Order incorporates by reference all definitions in the Parties' Settlement Agreement in the action entitled *HECTOR CHAVEZ CRUZ v. GLOBAL METAL RECYCLING, INC. et al.,* Orange County Superior Court Case No. 30-2025-01516858-CU-OE-CXC (the "Lawsuit") and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on the basis that the Settlement between Plaintiff HECTOR CHAVEZ CRUZ and Defendant GLOBAL METAL RECYCLING, INC. ("Defendant") appears to be within the range of reasonableness of a settlement which could ultimately be given final approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

The Court notes that Defendant has agreed to a non-reversionary GSA of $265,000.00. The GSA includes without limitation any and all payments Defendant may be responsible for under the Settlement, including any Class Counsel's Attorneys' Fees and Costs, Enhancement Award, the Settlement Class Members Individual Settlement Payments, the PAGA Payment (which includes payment to the LWDA), Settlement Administration Fees and Costs, and all payroll taxes (excluding employer-side payroll taxes) due and owing as a result of the Settlement.

The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff acting as the Class Representative.

The Court hereby appoints, for settlement purposes, Plaintiff HECTOR CHAVEZ CRUZ as the Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for settlement purposes. The Court further finds that James Hawkins APLC has preliminarily established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

The class comprised of all Class Members is provisionally certified for settlement purposes only by this Order.

The Court finds that the proposed manner of class notice is adequate.

The Court approves APEX Class Action Administration, to serve as the Settlement Administrator.

The Court further hereby approves, as to form and content, the proposed Notice of Class Action Settlement and Orders the notice to be mailed to the Class Members.

The Court finds that the Class Notice constitutes the best notice practicable under the circumstances, is in full compliance with the laws of the State of California and, to the extent applicable, the United States Constitution and the requirements of due process. The Court further finds that the Class Notice fully and accurately informs Class Members of all material elements of the proposed Settlement, of each Class Member's right to be excluded from the Settlement Class, and each Class Member's right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the benefits available to each Class Member; each Class Member's right to participate, submit an exclusion/opt-out, or objection to the proposed Settlement, and the timing and procedures for doing so; the temporary and conditional certification of the Settlement Class for settlement purposes only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing the Gross Settlement Sum and the Individual Settlement Payments to the Settlement Class Members; and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file documentation in support of or in opposition to and appear in connection with said hearing.

ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the last known address of the Class Members, as specifically described within the Settlement Agreement, constitutes an effective method of notifying Class Members of their rights with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

Within fourteen (14) calendar days after entry of the Preliminary Approval, Defendant will

provide to the Settlement Administrator a list of Class Members that identifies each Class Member by name, Social Security Number, and last-known address; and specifies the number of weeks worked by each Class Member in a non-exempt position during the Class Period and the PAGA Period (the "Class List"). Within 14 calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each Class Member via First Class U.S. Mail. The Settlement Administrator will re-mail any notice packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after remailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks attributed to him or her. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

IT IS FURTHER ORDERED The Class Notice will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period ("Workweek Dispute"). To be valid, a Workweek Dispute must contain the following: (i) the Class Member's full name and current address; (ii) the Action name and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendant's calculation of the workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve Defendant's counsel with a copy of the Workweek Dispute and any accompanying papers. Defendant's counsel will inform Class Counsel of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendant shall have

the right to respond to the Workweek Dispute by any Class Member. The Settlement Administrator will also attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved amongst the Parties, the Court will make a final and binding determination of any unresolved dispute.

IT IS FURTHER ORDERED that Unless a Class Member opts out of the settlement described in the Settlement Agreement, the Class Member will be bound by the terms and conditions of the Settlement Agreement, including the release of the Released Claims that arose during the Class Period. A Class Member. will not be entitled to opt out of the settlement established by the Settlement Agreement unless the Class Member submits a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request must: (i) contain the Class Member's full name and current address; (ii) the Action name and/or case number; (iii) a statement clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of the Settlement Agreement.

IT IS FURTHER ORDERED Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

IT IS FURTHER ORDERED that a Final Approval hearing shall be held on _____ at _____. before the Honorable William D. Claster in Department CX101. At the Final Approval hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order

and any other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the amount properly payable for (i) Class Counsel's Attorney's Fees and Costs, (ii) Plaintiff's Enhancement Award, (iii) Settlement Administration Fees and Costs, (iv) Settlement Class Member Payments; and (v) the PAGA Payment.

IT IS FURTHER ORDERED Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an Order Granting Final Approval and Judgment, or if the Effective Date[1] does not occur for any reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this Order and all evidence and proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties to the litigation as more specifically set forth in the Settlement Agreement.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are stayed.

The Court expressly reserves the right to adjourn or continue the Final Fairness Approval Hearing from time to time without further notice to the Class.

**IT IS SO ORDERED**.

Dated: _____, 2026

_____
HONORABLE WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT

[1] The The "Effective Date" of the Settlement Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court's having entered a Final Order and Judgment as set forth in this Agreement.