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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JENNIFER REYES, on behalf of herself
and others similarly situated,

Plaintiff,

v.

RESONETICS, LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2023-00041280-CU-OE-CTL

Judge: Hon. Joel R Wohlfeil

Department: C-73

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR AN ORDER (1) PRELIMINARILY
APPROVING THE CLASS ACTION
SETTLEMENT, (2) APPROVING NOTICE OF
CLASS ACTION SETTLEMENT, AND (3)
SETTING HEARING FOR FINAL
APPROVAL**

*Filed concurrently with Plaintiff's Notice of Motion
and Motion; Memorandum of Points and
Authorities; Declaration of Enoch J. Kim;
Declaration of Kimberly Sutherland; and
Declaration of Jennifer Reyes*

Date: August 1, 2025

Time: 9:00 a.m.

Dept.: C-73

1 **RECITALS**

2 On March 20, 2025, Plaintiff Jennifer Reyes (“Plaintiff”), individually and on behalf of the
3 Class, and Defendant Resonetics, LLC (“Defendant”), a Delaware limited liability company,
4 (Plaintiff and Defendant hereinafter collectively referred to as the “Parties”) entered into a class
5 action and PAGA settlement, the terms and conditions of which are set forth in the parties’ Class
6 Action and PAGA Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement
7 Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same
8 meaning as set forth in the Settlement Agreement.

9 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
10 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
11 for hearing in Department C-73 of this Court on August 1, 2025.

12 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
13 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
14 form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate,
15 and that a final hearing should be held after notice to the Class (defined below) of the proposed
16 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
17 adequate, such that a Final Order and Judgment should be entered in this action based upon the
18 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

19 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

20 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
21 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

22 1. The Court finds that certification of the following class, for settlement purposes only,
23 is appropriate:

24 “all persons employed by Defendant in California and classified as non-exempt hourly
25 employee who worked for Defendant during the Class Period”, which is from July 19,
26 2019 through July 21, 2024.

27 2. The Court grants preliminary approval of the terms and conditions contained in the
28 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the

1 range of possible approval at the final approval hearing.

2 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
3 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
4 the absence of class certification and settlement, each individual Class Member would have to
5 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
6 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
7 Members' claims all arise from the same alleged events and course of conduct, and are based on the
8 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
9 same interests as all members of the Class, and they are represented by experienced and competent
10 counsel.

11 4. The Court further finds, preliminarily and for settlement purposes only, that common
12 issues predominate over individual issues in this litigation and that class treatment is superior to the
13 other means of resolving this dispute. Employing the class device here will not only achieve
14 economies of scale for Class Members with individual claims, but also conserve the resources of
15 the judicial system and preserve public confidence in the integrity of the system by avoiding the
16 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
17 adjudications of similar issues and claims.

18 5. For settlement purposes only, the Court finds that Plaintiff is adequate class
19 representative and appoint them as such. The Court further finds that Emil Davtyan, David
20 Yeremian, Roman Shkodnik, Enoch J. Kim, Emma Geesaman, and Norayr Zakaryan of D.Law, Inc.
21 have adequately represented Plaintiff and the Class in this litigation, and the Court appoints them as
22 Class Counsel.

23 6. The Court appoints Apex Class Action ("Apex") to perform the duties of a Settlement
24 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

25 7. The Court recognizes that certification under this Order is for *settlement purposes*
26 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
27 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
28 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,

1 should the proposed Settlement Agreement not be granted final approval.

2 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

3 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice
4 attached to the Settlement Agreement as Exhibit A. The Court finds, on a preliminary basis, that the
5 Settlement Agreement appears to be within the range of reasonableness of a settlement that could
6 ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that:

7 a. The settlement amount is fair and reasonable to all Class Members when
8 balanced against the probable outcome of further litigation relating to liability and damages issues;

9 b. Extensive and costly investigation and research have been conducted such
10 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

11 c. Settlement at this time will avoid additional substantial costs, such as those
12 that have already been incurred by both parties, as well as avoid the delay and risks that would be
13 presented by the further prosecution of this litigation; and

14 d. The proposed settlement has been reached as the result of intensive, serious,
15 and non-collusive arm's-length negotiations.

16 9. The Court further approves the following representative group of employees as
17 governed by the Settlement Agreement with respect to the PAGA claim:

18 "all individuals who were or have been employed by Defendant in California as non-
19 exempt employees at any time during the PAGA Period," which is from July 19, 2022
20 through July 21, 2024.

21 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
22 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
23 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
24 § 2699(l)(2).

25 11. Because a PAGA action is not a class action, Aggrieved Employees may not opt out
26 of, or object to, the PAGA Settlement.

27 12. If the Court does not grant final approval of the Settlement Agreement, approval of
28 the PAGA Settlement will be vacated.

1 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

2 **AND TIMELINE FOR SENDING CLASS NOTICE**

3 13. This Court finds that the Class Notice fairly and adequately advises the potential
4 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
5 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
6 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
7 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
8 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
9 Class Member at their last known address comports with all constitutional requirements, including
10 those of due process under the United States and California constitutions, and meets the
11 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
12 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

13 14. The Settlement Administrator shall, as soon as practicable, but no later than
14 _____, cause the Class Notice to be mailed by first class mail to all
15 known members of the Class certified by this Court in this action to the most recent address in
16 Defendant's business records for each known member of the Class. The mailing of the Class Notices
17 directed in this Order constitutes the best notice practicable under the circumstances and sufficient
18 notice to all members of the Class.

19 15. The costs of settlement administration, including the cost of printing and mailing the
20 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
21 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
22 Settlement Agreement.

23 **EXCLUSIONS FROM THE SETTLEMENT**

24 16. Each member of the Class who wishes to be excluded from the Class must submit a
25 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
26 Member who does not submit a timely request to be excluded from the Settlement consistent with
27 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

28 **OBJECTIONS TO SETTLEMENT**

17. Any member of the Class who has not timely elected to be excluded from the Class, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the Settlement Administrator a written statement of the objection, as well as the specific reasons, if any, for each objection. The Settlement Administrator will promptly transmit any objections it receives to Class Counsel and Defendant's counsel.

18. All written objections must be signed by the Class Member or the Class Member's representative and include the information specified in the Class Notice.

19. A Class Member may appear either in person or through personal counsel at the Final Approval Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at the Class Member's expense.

20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

FINAL APPROVAL HEARING

21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of the Settlement Agreement on _____, at _____ a.m./p.m. in Department C-73 of this Court ("Final Approval Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Approval Hearing whether applications for Plaintiff's attorneys' fees and costs and class representative service payment to Plaintiff should be granted and, if so, in what amounts.

22. Class Counsel shall file Plaintiff's memorandum of points and authorities in support of the final approval of the Settlement Agreement and their request for approval of the attorneys' fees, litigation costs, and service payments no later than 16 court days prior to the Final Approval Hearing. After the Final Approval Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

23. 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

1 Settlement Agreement and this Order.

2 24. If, for any reason, the Court does not grant final approval of the Settlement, all
3 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
4 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

5 **IT IS SO ORDERED.**

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7 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT

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