

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 278275 NAME: Justin P. Rodriguez FIRM NAME: Shimoda & Rodriguez Law, PC STREET ADDRESS: 9401 E. Stockton Blvd., Suite 120 CITY: Elk Grove STATE: CA ZIP CODE: 95624 TELEPHONE NO.: (916) 525-0716 FAX NO.: (916) 760-3733 E-MAIL ADDRESS: jrodriguez@shimodalaw.com ATTORNEY FOR (name): Plaintiff Jose Hernandez	FOR COURT USE ONLY on 7/21/2026 1:03 PM Reviewed By: B. Roman-Antunez Env. #24521073
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME: Civil Division	
PLAINTIFF/PETITIONER: Pete Cruz and Jose Hernandez DEFENDANT/RESPONDENT: Quantumscape, et al. OTHER:	CASE NUMBER: 23CV427117 JUDICIAL OFFICER: Hon. Theodore C. Zyner
PROPOSED ORDER (COVER SHEET)	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Jose Hernandez

2. Title of the proposed order:
[Amended Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action and PAGA Settlement
 - b. Date and time: July 15, 2026 at 1:30 PM
 - c. Place: Santa Clara County Superior Court, Department 19

4. The proposed order was served on the other parties in the case.

Justin P. Rodriguez
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

CASE NUMBER:
23CV427117**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Filed
July 29, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV427117
By: afloresca

7/29/2026 9:16:14 AM

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

PETE CRUZ and JOSE HERNANDEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiffs,

vs.

QUANTUMSCAPE, an entity of unknown
form; QUANTUMSCAPE CORPORATION,
a Delaware Corporation; QUANTUMSCAPE
BATTERY, INC., a Delaware Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 23CV427117
Related to Case No.: 24CV439603

*Assigned for All Purposes to Hon. Theodore C.
Zayner, Dept. 19*

CLASS ACTION

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

Date: July 15, 2026
Time: 1:30
Dept.: 19
Judge: Hon. Theodore C. Zayner

Filed: December 4, 2023
FAC Filed: February 7, 2024
SAC Filed: December 9, 2025
Trial Date: None Set

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Attorneys for Plaintiff PETE CRUZ

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Having considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
3 Settlement, the Court makes the following determinations and order:

4 This is a putative class and representative action arising from alleged wage and hour violations.
5 In the operative second amended complaint against defendants QuantumScape Corporation and
6 QuantumScape Battery, Inc. ("Defendants"), plaintiffs Pete Cruz and Jose Hernandez allege failures to
7 pay minimum, overtime, and vacation wages; provide meal and rest periods; pay sick leave at the
8 regular rate of pay; reimburse necessary business expenses; provide accurate wage statements; keep
9 required payroll records; and timely pay wages and final wages, as well as related PAGA penalties.

10 Plaintiffs now move for preliminary approval of the settlement reached by the parties, and the
11 motion is unopposed. As discussed below, the Court GRANTS the motion for preliminary approval,
12 VACATES the Case Management Conference currently set in this matter for July 15, 2026 at 2:30 p.m.
13 in Department 19, and sets a final approval hearing for January 27, 2027 at 1:30 p.m. in Department 5.

14 **I. Legal Standard**

15 "In general, questions whether a settlement was fair and reasonable, whether notice to the class
16 was adequate, whether certification of the class was proper, and whether the attorney fee award was
17 proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*
18 (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by *Hernandez v. Restoration*
19 *Hardware, Inc.* (2018) 4 Cal.5th 260.) The most important factor is the strength of the plaintiffs' case on
20 the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.*
21 (2008) 168 Cal.App.4th 116, 130.)

22 Similar to its review of class action settlements, a trial court must also "review and approve" any
23 settlement of an action filed under the Private Attorneys General Act ("PAGA"). (Lab. Code, § 2699,
24 subd. (s)(2).) The trial court must "determine independently whether a PAGA settlement is fair and
25 reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor
26 laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) A PAGA settlement may be
27 substantially discounted, and courts often exercise their discretion to award PAGA penalties below the
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1 statutory maximum. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504,529; *Amaral v. Cintas*
2 *Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213.)

3 **II. Discussion**

5 **A. Provisions of the Settlement**

6 This case has been settled on behalf of the following class:

7 All hourly, non-exempt employees who: (a) only ever signed arbitration
8 agreements without a class waiver; (b) did not sign any release, separation, or
9 settlement agreements waiving the claims alleged in the Actions (inclusive of any
10 waiver of rights to participate in any class or representative PAGA settlement);
11 and (c) worked for Defendant(s) in the State of California at any point between
12 March 1, 2020 and July 6, 2025.

13 (Rodriguez Decl., Ex. A (“Agreement”), ¶ 1.4.) The settlement includes a subset PAGA group
14 of Aggrieved Employees, defined as all hourly, non-exempt employees who did not sign
15 separation agreements with an individual or non-representative PAGA claims waiver, did not
16 sign valid releases of individual PAGA claims, and worked for Defendant(s) in the State of
17 California at any point between December 4, 2022 and July 6, 2025. (*Id.* at ¶ 1.2) There are
18 approximately 52 Class Members and 462 Aggrieved Employees. (Memorandum, p. 1: 16.)

19 Defendants will pay a non-reversionary gross settlement amount of \$735,000. (Agreement, , ¶¶
20 5.1, 5.6; Memorandum, p. 4.) The gross settlement amount includes attorney fees of up to one-third of
21 the gross settlement amount (\$245,000); litigation costs not to exceed \$32,500; a PAGA allocation of
22 \$218,750 (75 percent, or \$164,062.50, paid to the LWDA and 25 percent, or \$54,687.50, paid to
23 Aggrieved Employees); a service payment of up to \$10,000 to plaintiff Hernandez; and up to \$12,500 in
24 settlement administration costs. (Agreement, ¶¶ 5.2-5.5; Memorandum, pp. 4-6.)

25 The Agreement provides that ILYM Group, Inc. will serve as the neutral entity that will
26 administer the settlement. (Mem. p. 4; Mot. p. 1.) The Court appoints ILYM Group, Inc. as the
27 settlement administrator. Funds from checks that remain uncashed after the void date will be remitted to
28 Legal Aid at Work as the designated *cy pres* recipient pursuant to Code of Civil Procedure section 384.
(Agreement, ¶ 5.6.) The Court approves the *cy pres* designation.

1 In exchange for the settlement, participating class members agree to release Defendants and
2 related entities and persons from all claims alleged in the operative complaint, and all claims that
3 reasonably could have been brought based on the facts alleged, through the Class Period. (Agreement,
4 ¶¶ 1.33, 1.35, 6.1.) Aggrieved Employees will be deemed to release Defendants and related entities and
5 persons from all PAGA claims alleged, and that reasonably could have been brought based on the facts
6 alleged, in the LWDA notice letters through the PAGA Period. (Agreement, ¶¶ 1.34, 1.35, 6.2, 7.5.1.)
7 The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See
8 *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

9
10 **B. Fairness of the Settlement**

11 Plaintiffs contend that the Agreement meets the standards for preliminary approval.
12 (Memorandum. pp. 10-12.) Plaintiffs' counsel states that the parties participated in a full-day mediation,
13 which included a mediator's proposal, following extended arm's-length negotiations across three related
14 proceedings. (Rodriguez Decl., ¶ 9; Memorandum, p. 3.) Prior to and in connection with mediation, the
15 parties engaged in informal discovery, including the exchange of a representative sampling of employee
16 data such as timecards, paystubs, payroll data, and relevant policies for the applicable limitations period.
17 (Rodriguez Decl., ¶¶ 7-9; Kim Decl., ¶ 20; Memorandum, p. 3.) According to the analysis by Plaintiffs'
18 counsel, the estimated maximum value of the class and PAGA claims is \$15,393,363, while a more
19 realistic range of recovery is between \$1,097,932.90 to \$4,476,117.45. (Rodriguez Decl., ¶ 11;
20 Memorandum, p. 11.)

21 The gross settlement amount of \$735,000 represents approximately 4.8 percent of the
22 estimated maximum value of the class and PAGA claims, and between 16.4 percent and 66.7 percent of
23 counsel's more realistic range of recovery. The net recovery for Class Members represents
24 approximately 10.3 percent of the estimated maximum value of the class claims, and between 28.7
25 percent and 45.6 percent of the realistic range. (Memorandum, p. 11.) The average net payment to Class
26 Members is approximately \$4,182.69, or approximately \$41.21 per workweek. (*Ibid.*)

27 These recovery percentages fall within the general range of percentage recoveries that
28

1 California courts have found to be reasonable at the preliminary approval stage. A presumption of
2 fairness applies because the settlement was reached through arm's-length bargaining, after investigation
3 and informal discovery sufficient to allow counsel and the Court to act intelligently, by counsel
4 experienced in wage and hour class and PAGA litigation.

5 In sum, the Court has reviewed Plaintiffs' written submissions and is satisfied that the settlement
6 is fair and may be approved on a preliminary basis.

7 8 **C. Service Award, Fees and Costs**

9 Plaintiff Hernandez seeks a service award of up to \$10,000 and has provided a declaration
10 describing his participation in this action, including an estimated 60 to 80 hours assisting counsel and
11 the professional and financial risks and burdens he undertook as the proposed class representative.
12 (Agreement, ¶ 5.4; Hernandez Decl., ¶¶ 8-9.) The Court is inclined to approve the service award and
13 will issue its determination at the final approval hearing. The Court notes that Plaintiff Cruz is not
14 named as a class representative under the Agreement and does not seek a service award. (Rodriguez
15 Decl., ¶ 10; Agreement, ¶¶ 1.6, 5.4) Counsel explains that the scope of the class claims is limited to
16 individuals who signed arbitration agreements with language similar to what was included in Plaintiff
17 Hernandez's arbitration agreement, and Plaintiff Cruz did not sign an arbitration agreement. (Rodriguez
18 Decl., ¶ 10.)

19 Class counsel will seek attorney fees of up to one-third of the gross settlement amount,
20 together with actual litigation costs not to exceed \$32,500. Prior to the final approval hearing, class
21 counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence
22 of actual litigation costs incurred and settlement administration costs.

23 24 **D. Conditional Certification of Class**

25 Plaintiffs request that the class be conditionally certified for purposes of the settlement.
26 California Code of Civil Procedure section 382 authorizes certification of a class "when the question is
27 one of a common or general interest, of many persons, or when the parties are numerous, and it is
28 impracticable to bring them all before the court ..."

1 Plaintiffs state there are approximately 52 class members who can be identified from a review of
2 Defendants' payroll and personnel records. (Memorandum. pp. 1, 13-14.) The Court finds that the class
3 is ascertainable and sufficiently numerous, that there are common questions regarding whether class
4 members were subjected to unlawful wage and hour practices, and that the predominance, typicality, and
5 adequacy requirements are satisfied for settlement purposes. The Court conditionally certifies the
6 proposed class for settlement purposes, appoints plaintiff Jose Hernandez as class representative, and
7 appoints Shimoda & Rodriguez Law, PC as class counsel.

8
9 **E. Class Notice**

10 California Rules of Court, rule 3.769, subdivision (f), provides, "If the court has certified the
11 action as a class action, notice of the final approval hearing must be given to the class members in the
12 manner specified by the court. The notice must contain an explanation of the proposed settlement and
13 procedures for class members to follow in filing written objections to it and in arranging to appear at the
14 settlement hearing and state any objections to the proposed settlement."

15 Here, the form of the notice is generally adequate subject to the modifications set forth below. It
16 describes the lawsuit, explains the settlement, and states the settlement amounts, including attorney fees,
17 litigation costs, the PAGA allocation, and the enhancement payment to the class representative. The
18 notice fairly informs class members of their right to participate, to opt out, object, and appear at the final
19 approval hearing.

20 The final approval hearing will be held in Department 5. The parties shall add the following
21 language regarding the final approval hearing:

22
23 Class members may appear at the final approval hearing in person or remotely
24 using the link for Department 5 (Afternoon Session), and should review the
remote appearance instructions beforehand:

25 <https://santaclara.courts.ca.gov/online-services/remote-hearings>

26 Class members who wish to appear remotely are encouraged to contact class
27 counsel at least three days before the hearing, if possible, so that potential
28 technology or audibility issues can be avoided or minimized.

On the condition that the parties make the above addition to the notice prior to its mailing, the notice is approved.

III. Conclusion

For the reasons stated, the Court GRANTS the motion for preliminary approval, VACATES the Case Management Conference currently set in this matter for July 15, 2026 at 2:30 p.m. in Department 19, VACATES the Case Management Conference July 15, 2026 in related case 24CV439603, and sets a final approval hearing for January 27, 2027 at 1:30 p.m. in Department 5.

IT IS SO ORDERED.

Date: July 27, 2026

By: 
Judge of the Superior Court

Cruz, et al. v. Quantumscape, et al.
Santa Clara County Superior Court of California, 23CV427117

**PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On July 21, 2026, I served the following documents on the party below:

- **PROPOSED ORDER COVER SHEET**
- **[AMENDED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Roman Shkodnik (SBN 285152) Emma Geesaman (SBN 352715) Enoch Kim (SBN 261146) Arianna Razi (SBN 356930) D.Law, Inc. 450 N Brand Blvd., Suite 840 Glendale, California 91203 Phone: (818) 962-6465 Facsimile: (818) 962-6469 Email: r.shkodnik@d.law e.geesaman@d.law e.kim@d.law a.razi@d.law	Shirley C. Wang Andrew J. Mailhot Ren M. Kuan Saber Law Group 101 Howard Street, Suite 400 San Francisco, CA 94105 Phone: (415) 278-1416 Facsimile: (415) 278-1401 Email: swang@saberlaw.com amailhot@saberlaw.com rkuan@saberlaw.com
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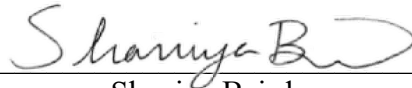
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: UPS.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on July 21, 2026, at Salt Lake City, Utah.

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4 Shaniya Baird
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