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

WILLIAM JOHNSON, individually, and on  
behalf of other members of the general public  
similarly situated; MANUEL TORRES-  
GALSTER, individually, and on behalf of  
other members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act,

Plaintiffs,

vs.

AEROVIRONMENT, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 2024CUOE022908

Honorable Charmaine H. Buehner  
Department 44

**CLASS ACTION**

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

Hearing Date: September 30, 2026  
Hearing Time: 1:30 p.m.  
Department: 44

Complaint Filed: March 29, 2024  
FAC Filed: February 20, 2026  
Trial Date: None Set

1 This matter has come before the Honorable Charmaine H. Buehner in Department 44 of  
2 the Superior Court of the State of California, for the County of Ventura, on September 30, 2026, at  
3 1:30 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.  
4 Lawyers *for* Justice, PC appears as counsel for Plaintiffs William Johnson and Manuel Torres-  
5 Galster (together, "Plaintiffs"), individually and on behalf of all others similarly situated and  
6 aggrieved employees and Fisher & Phillips LLP appears as counsel for Defendant AeroVironment,  
7 Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for  
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement and Release and Amendment No. 1 to the Joint Stipulation of Class Action and PAGA  
14 Settlement and Release (together, "Settlement," "Agreement," or "Settlement Agreement"),  
15 attached as "**EXHIBIT 2**" and "**EXHIBIT 1**," respectively, to the Declaration of Alborz Javaheri  
16 in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.  
17 This is based on the Court's determination that the Settlement falls within the range of possible  
18 approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in  
21 the Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
23 and reasonable. It appears to the Court that extensive investigation and research have been  
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their and  
25 each other's respective positions. It further appears to the Court that the Settlement, at this time,  
26 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would  
27 be presented by the further prosecution of the case. It further appears that the Settlement has been  
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1 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was  
2 entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the  
4 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, Settlement  
5 Administration Costs, and payments to the Participating Class Members and PAGA Members  
6 provided thereby, appear to be within the range of reasonableness of a settlement that could  
7 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary  
8 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
9 settlement awards made available to the Class Members and PAGA Members are fair, adequate,  
10 and reasonable when balanced against the probable outcome of further litigation relating to  
11 certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets  
13 the requirements for certification under section 382 of the California Code of Civil Procedure in  
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
16 community of interest amongst the members of the Class with respect to the subject matter of the  
17 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs  
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
20 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representative.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined  
22 as follows:

23 All current and former hourly-paid or non-exempt employees of Defendant in  
24 California employed during the Class Release Period.

25 7. The Court provisionally appoints Arby Aiwazian, Yasmin Hosseini, Ryan Slinger  
26 and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiffs William Johnson and Manuel Torres-  
28 Galster as the Class Representatives.

1           9.           The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)  
2 to handle the administration of the Settlement (“Settlement Administrator”).

3           10.          Within twenty-one (21) calendar days after entry of this Preliminary Approval  
4 Order, Defendant shall provide the Settlement Administrator with the following information about  
5 each Class Member: last-known full name, mailing address, telephone number, Social Security  
6 Number, the number of Workweeks during the Class Release Period, the number of Pay Periods  
7 in the PAGA Release Period (collectively referred to as the “Class List”) in conformity with the  
8 Settlement Agreement.

9           11.          The Court approves, both as to form and content, the Notice of Class Action  
10 Settlement (“Class Notice”) attached to the Joint Stipulation of Class Action and PAGA  
11 Settlement and Release as “EXHIBIT A.” The Class Notice shall be provided to Class Members in  
12 the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and  
13 accurately inform the Class Members of all material elements of the Settlement, of Class  
14 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion,  
15 of Class Members’ and PAGA Members’ right to challenge the Workweeks and/or the PAGA Pay  
16 Periods credited to each of them, and of each Participating Class Member’s right and opportunity  
17 to object to the Class Settlement. The Court further finds that distribution of the Class Notice  
18 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that  
19 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due  
20 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
21 further orders the Settlement Administrator to mail the Class Notice to all Class Members within  
22 fourteen (14) calendar days of receiving the Class List from Defendant, pursuant to the terms set  
23 forth in the Settlement Agreement.

24           12.          The Court hereby preliminarily approves the proposed procedure, set forth in the  
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
26 choose to be excluded from the Class Settlement by submitting a timely and valid written Request  
27 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class  
28 Notice (“Response Deadline”), unless the 45<sup>th</sup> day falls on a Sunday or Federal holiday, in which

1 case the Response Deadline shall be extended to the next day on which the U.S. Postal Service is  
2 open. In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen  
3 (15) calendar days from the date of the Response Deadline. Any Class Member who submits a  
4 Request for Exclusion from the Class Settlement will not be a Participating Class Member and will  
5 not have any right to object, appeal, or comment on the Class Settlement. Class Members who  
6 submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by  
7 the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the  
8 Final Approval Order and Judgment entered thereon. PAGA Members will be bound by the  
9 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class  
10 Settlement.

11 13. A Final Approval Hearing shall be held before this Court on  
12 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
13 Department 44 of the Superior Court of California for the County of Ventura, located at 800 South  
14 Victoria Avenue, Ventura, CA 93009, to determine all necessary matters concerning the  
15 Settlement, including: whether the proposed settlement of the action on the terms and conditions  
16 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by  
17 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether  
18 the plan of allocation contained in the Settlement should be approved as fair, adequate, and  
19 reasonable to the Class Members and PAGA Members; and determine whether to finally approve  
20 the requests for the Attorneys' Fees and Costs, Enhancement Payments, and Settlement  
21 Administration Costs.

22 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for  
23 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement  
24 Administration Costs, along with the appropriate declarations and supporting evidence, including  
25 the Settlement Administrator's declaration, by \_\_\_\_\_,  
26 to be heard at the Final Approval Hearing.

27 15. Only Class Members who do not request exclusion from the Class Settlement may  
28 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to

1 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,  
2 regardless of whether they submitted a written Objection. The Objection must be signed by the  
3 Participating Class Member and contain all information required by this Settlement Agreement. A  
4 Participating Class Member who does not object prior to or at the Final Approval Hearing will be  
5 deemed to have waived any objections and will be foreclosed from making any objections  
6 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

7 16. The Settlement is not a concession or admission and shall not be used against  
8 Defendant as an admission or indication with respect to any claim of any fault or omission by  
9 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,  
10 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,  
11 neither the Settlement, nor any document, statement, proceeding or conduct related to the  
12 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or  
13 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the  
14 Defendant, including, but not limited to, evidence of a presumption, concession, indication or  
15 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to  
16 establish the existence of any condition constituting a violation of, or a non-compliance with state,  
17 federal, local or other applicable law, except for legal proceedings concerning the implementation,  
18 interpretation, or enforcement of the Settlement.

19 17. In the event the Settlement does not become effective in accordance with the terms  
20 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
21 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
22 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
23 Settlement Agreement.

24 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
25 Hearing and any dates provided for in the Settlement Agreement without further notice to the  
26 Class Members, and retains jurisdiction to consider all further applications arising out of or  
27 connected with the Settlement.

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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable Charmaine H. Buehner  
Judge of the Superior Court