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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MIKAIL DYTANIEL CROSBY, individually,
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

FENCE SPECIALTIES, LLC, a California
limited liability company; FENCE
SPECIALTIES INC., an unknown entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00055194-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Loren
G. Freestone, Dept. C-64]*

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

Preliminary Approval Hearing:

Date: May 1, 2026

Time: 10:30 a.m.

Dept: C-64

Action Filed: December 21, 2023

1 Having reviewed the Motion for Preliminary Approval of Class Action and PAGA
2 Settlement that came before this Court on May 1, 2026, at 10:30 a.m., or as soon thereafter as
3 the matter may be heard, in Dept. C-64 of the Superior Court of California, County of San
4 Diego, Hall of Justice, located at 330 W. Broadway, San Diego, California 92101, and having
5 considered the Class Action and PAGA Settlement Agreement and Class Notice entered into by
6 and between Plaintiff Mikail Dytaniel Crosby (“Plaintiff”) and Defendant Fence Specialties,
7 LLC FKA Fence Specialties, Inc. (“Defendant,” together with Plaintiff, the “Parties”), attached
8 as **Exhibit 2** to the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for
9 Preliminary Approval of Class Action and PAGA Settlement (hereinafter collectively, the
10 “Settlement” or “Settlement Agreement”), the Court HEREBY ORDERS THE FOLLOWING:

11 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
12 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
13 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
14 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
15 of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
16 and PAGA Settlement as **Exhibit 2**.

17 2. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the Final Approval Hearing and final
20 approval by this Court. Defendant has agreed to pay a Gross Settlement Amount of \$435,000.00
21 to cover (a) Individual Class Payments to Participating Class Members (class members who do
22 not validly opt out); (b) Private Attorneys General Act (“PAGA”) Penalties in the amount of
23 \$20,000.00 with 75% (\$15,000.00) allocated to the California Labor & Workforce Development
24 Agency (“LWDA”) PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA
25 Payments to be paid to Aggrieved Employees; (c) Class Representative Service Payment of up
26 to \$10,000.00; (d) Class Counsel Fees Payment not to exceed one third (1/3) of the Gross
27 Settlement Amount (currently \$145,000.00) and Class Counsel Litigation Expenses Payment up
28 to \$25,000.00 for actual litigation expenses incurred by Class Counsel; and (e) Administrator

1 Expenses Payment not to exceed \$15,000.00.

2 3. The Court preliminarily finds that the terms of the Settlement appear to be within
3 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
4 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
5 and reasonable to the class members when balanced against the probable outcome of further
6 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
7 significant informal discovery, investigation, research, and litigation have been conducted such
8 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
9 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
10 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
11 the result of intensive, serious, and non-collusive negotiations between the Parties with the
12 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
13 that the Settlement Agreement was entered into in good faith.

14 4. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees
16 for their share of the settlement of claims for penalties under the PAGA, and the Class
17 Representative Service Payment should be finally approved as fair, reasonable and adequate as
18 to the members of the Class is hereby set in accordance with the Implementation Schedule set
19 forth below.

20 5. The Court provisionally certifies for settlement purposes only the following class
21 (the "Settlement Class"): "all persons employed by Defendant in California and classified as an
22 hourly-paid non-exempt employee who worked for Defendant during the Class Period."

23 6. "Class Period" means the period from December 21, 2019, to January 9, 2025.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 8. The Court appoints as Class Representative, for settlement purposes only,
5 Plaintiff Mikail Dytaniel Crosby. The Court further preliminarily approves Plaintiff's ability to
6 request a Class Representative Service Payment of up to \$10,000.00.

7 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Arman A.
8 Salehi, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel.
9 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
10 up to one third (1/3) of the Gross Settlement Amount (currently \$145,000.00), and litigation
11 costs not to exceed \$25,000.00.

12 10. The Court appoints ILYM Group Inc. as the Settlement Administrator with
13 reasonable administration costs estimated not to exceed \$15,000.00.

14 11. The Court approves, as to form and content the Class Notice, attached as Exhibit
15 A to the Settlement Agreement. The Court finds on a preliminary basis that the plan for
16 distribution of the Class Notice to Settlement Class Members satisfies due process, provides the
17 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
18 all persons entitled thereto.

19 12. The Parties are ordered to carry out the Settlement according to the terms of the
20 Settlement Agreement.

21 13. Any class member who does not timely and validly request exclusion from the
22 Settlement may object to the Settlement Agreement.

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14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval of Settlement, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Dept. C-64 of the above-referenced Court.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. LOREN G. FREESTONE
JUDGE OF THE SUPERIOR COURT