

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

RICHARD WEST, an individual on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

METAL ART OF CALIFORNIA, INC. d/b/a
SIGN MART, a California corporation; METAL
ART OF CALIFORNIA, a business entity of
unknown form; PLASTICS PLUS, a business
entity of unknown form; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 30-2024-01381223-CU-OE-CXC

Assigned for All Purposes To:

Hon. William Claster
Department CX101

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

Hearing Information:

Date: April 24, 2026
Time: 9:00 a.m.
Dept.: CX101

Reservation Number: 74813003

Action filed: February 23, 2024
FAC filed: June 13, 2024
Trial: None Set

ORDER

Plaintiff Richard West (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendants Metal Art of California, Inc. d/b/a Sign Mart, and Metal Art of California (collectively referred to as “Defendants”) (Plaintiff and Defendants shall be referred to collectively as the “Parties”), filed a Motion for Preliminary Approval of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on XXXX XX, 2026, at XX:XX a.m. in Department CX101 of the Orange Superior Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court, having considered the Settlement Agreement (attached as **Exhibit 1** to this Order) and the proposed Class Notice (attached as Exhibit A to the Settlement Agreement), the submissions of counsel, and all other papers filed in this litigation,

HEREBY MAKES THE FOLLOWING FINDINGS:

1. The Court preliminarily finds the settlement to be fair, adequate and reasonable, and in the best interests of the Class Members, and thus preliminarily approves the Settlement. It appears to the Court that the Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive investigation and research have been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time would avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It appears the Settlement has been reached as a result of intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Settlement Agreement:

1 All current and former non-exempt hourly employees employed by Defendants in
2 California during the Class Period, which is February 23, 2020, through June 4, 2025.

3 3. The Court approves the PAGA settlement and the following representative group
4 of employees as governed by the Settlement Agreement with respect to the PAGA claim:

5 All current and former non-exempt employees employed by Defendants in California
6 during the PAGA Period, which is February 23, 2023, through June 4, 2025.

7 6. For the purposes of this Settlement, Natalie Haritonian, Esq., Enoch J. Kim,
8 Esq., Matthew Carraher, Esq., and Antonia McKee, Esq. of D.Law, Inc. as Class Counsel (“Class
9 Counsel”) are hereby appointed as Class Counsel and shall represent the Class Members in this
10 Action. Any Class Member may enter an appearance in the Action, at their own expense, either
11 individually or through counsel of their own choice; however, if they do not enter an appearance,
12 they will be represented by Class Counsel.

13 7. For the purposes of this Settlement, Plaintiff Richard West is hereby appointed as
14 the Class Representative for the Class.

15 8. The Court confirms Phoenix Class Action (“Phoenix”), as the Settlement
16 Administrator. Phoenix is ordered to perform all responsibilities of the Settlement Administrator
17 as set forth in the Settlement Agreement. Once entered, Phoenix, will also post the Judgment in
18 this matter on its website.

19 9. The Court hereby approves, as to form and content, the Class Notice attached as
20 **Exhibit A** to the Settlement Agreement (the “Notice”). The Court finds that the dates and
21 procedure for mailing and distributing the Notice in the manner set forth in the Settlement
22 Agreement meet the requirements of due process and are the best notice practicable under the
23 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

24 10. The Court orders the mailing of the Court-approved Notice via first class mail to
25 the Class Members in accordance with the schedule and procedures set forth in the Settlement
26 Agreement.

27 11. The procedures for Class Members to opt-out by submitting a Request for
28 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for

Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member.

12. The procedures for Class Members to object to the Settlement, as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members to object to the Settlement shall be sixty (60) days after the date of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member. Class Members may appear at the Final Approval Hearing, on their own or through a counsel retained at their expense, to present their objection, whether or not they submitted a prior written objection as provided in the Settlement Agreement.

13. The procedures for Class Members to dispute the number of workweeks and/or PAGA Pay Periods worked, as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members to submit a workweek dispute shall be sixty (60) days after the date of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member.

14. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court preliminarily approves the distribution of the Gross Settlement Amount, all subject to the Court's final approval of the Settlement at the Final Approval Hearing as follows:

Class Counsel Fees Payment	Up \$98,333.00 (1/3 of the Gross Settlement Amount)
Class Counsel Litigation Expenses Payment	Up to \$20,000.00 for actual costs incurred
Administration Costs	Not to exceed \$7,500.00
Class Representative Service Payment	Up to \$5,000.00 to Plaintiff Richard West

PAGA Penalties	\$20,000 (\$15,000 to LWDA; \$5,000 to Aggrieved Employees)
----------------	---

15. A Final Approval Hearing (the “Hearing”) shall be held on _____, 2026 at _____ a.m./p.m. before the Honorable William Claster in Department CX101 of the Orange County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative’s Service Payment requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment.

16. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys’ fees and costs, including any costs associated with or incurred by the Settlement Administrator, at least 16 court days before the final approval hearing.

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

19. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the Settlement does not become final for any other reason, the Settlement and any related Class shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of

1 the Settlement, and the Parties shall proceed in all respects as if no Class had been certified and
2 the Settlement Agreement had not been executed.

3 20. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
4 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
5 with the negotiation, execution or implementation of the Settlement, shall be admissible in
6 evidence for any reason except as provided in the Settlement Agreement. The Court has made
7 no findings on the merits and the Defendants have denied the allegations in the operative
8 complaint.

9 21. The Court reserves exclusive and continuing jurisdiction over the Action, the
10 Class Representative, the Class Members, and Defendants for purposes of supervising the
11 implementation, enforcement, construction, administration, and interpretation of the Settlement
12 Agreement pursuant to Code of Civil Procedure section 664.6.

13 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

14
15 Dated: _____, 2026

Honorable William Claster
Judge of the Superior Court