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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NATHAN TAMAAIGA NELSON, as an
individual and on behalf of all employees similarly
situated,

Plaintiff,

v.

CHINESE GOURMET GROUP, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24STCV04383

[Assigned for all purposes to Hon. William F.
Highberger]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Date: April 13, 2026
Time: 2 p.m.
Courtroom: Dept. 10
Judge: Hon. William F. Highberger

Action Filed: February 22, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on April 13, 2026, upon the Motion for Preliminary Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement”) *see* Declaration of
5 Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
6 Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

14 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
16 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
17 their respective positions. The Court also finds that settlement at this time will avoid additional
18 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the action. The Court finds that the risks of further prosecution are substantial.

20 4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
21 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
22 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
23 The Class meets the requirements for conditional certification for settlement purposes only under Code
24 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed
25 settlement Class of the terms of the proposed settlement.

26 5. The Parties’ proposed notice plan is constitutionally sound because individual notices
27 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
28 best notice practicable. The Parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is

1 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
2 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
3 to participate in the settlement, and the processes for doing so, and the date and location of the final
4 approval hearing and are therefore approved.

5 6. The following persons are certified as Class Members solely for the purpose of entering
6 a settlement in this matter:

7 All current and former non-exempt employees of Defendant worked for Defendant in
8 California at any time during the Class Period (the “Class Period” is from February 22,
9 2020 through the date the Court grants preliminary approval of this settlement or March
10 15, 2026, whichever is earlier or as modified under Paragraph 8 of the Agreement.)
“Participating Class Members” are those Class Members who do not submit timely
exclusion requests to the Settlement Administrator. (Settlement, ¶¶1.5, 1.12, 1.35.)

11 7. The following persons are PAGA Group Employees for the purpose of entering a
12 settlement in this matter:

13 All current and former non-exempt employees of Defendant worked for Defendant in
14 California at any time during the PAGA Period (the “PAGA Period” is from February
15 22, 2023 through the date the Court grants preliminary approval of this settlement or
16 March 15, 2026, whichever is earlier or as modified under Paragraph 8 of the
Agreement.) PAGA Group Members cannot opt out of the settlement of the PAGA
claim. (Settlement, ¶¶1.5, 1.31, 7.5.4.)

17 8. Plaintiff NATHAN TAMAAIGA NELSON is appointed as the Class Representative.
18 The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action
19 litigation and have no conflicts of interest with absent Class Members, and that they adequately
20 represented the interests of absent class members in the Litigation. Tunyan Law, APC and The
21 Sentinel Firm, APC are appointed Class Counsel.

22 9. The Court appoints Phoenix Class Action Administration Solutions to act as the
23 Settlement Administrator, pursuant to the terms set forth in the Agreement.

24 10. Defendant is directed to provide the Settlement Administrator the names and most
25 recent known mailing addresses of Class Members and any other information required in accordance
26 with the Agreement (the “Class Database”).

27 11. The Settlement Administrator is directed to mail the approved Class Notice by first-
28 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement

1 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the
2 correct time and place for the Final Approval Hearing.

3 12. Class Members will be bound by the Agreement unless they submit a timely and valid
4 written request to be excluded from the Settlement, postmarked by the response deadline. Any request
5 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class
6 members are not required to send copies of their Exclusion request to counsel. The Settlement
7 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every
8 Exclusion request received by the Administrator.

9 13. To be considered, Class Members must timely file and serve their written objections in
10 accordance with the Agreement.

11 14. Upon completion of the Notice process, the Settlement Administrator shall provide a
12 report of the results of that process to Counsel for all Parties.

13 15. A final approval hearing will be held on _____, 2026, at
14 _____, in Department 10, to determine whether the settlement should be granted final approval
15 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
16 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
17 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
18 and this Order.

19 16. As set forth in the Notice, any Class Member may appear at the final approval hearing
20 in person or by his or her own attorney or virtually via LACourtConnect <https://www.lacourt.org/lacc/>
21 and show cause why the Court should not approve the settlement.

22 17. The Court reserves the right to continue the date of the final approval hearing without
23 further notice to Class Members.

24 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing
25 of the motion for final approval.

26 19. The Court retains jurisdiction to consider all further applications arising out of or in
27 connection with the settlement.

28 20. In the event that the Settlement does not become effective in accordance with the terms

1 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
2 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
3 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
4 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
5 of the Actions.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Hon. William F. Highberger
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
Los Angeles, CA 90071.

7 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
8 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
9 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
interested parties as follows and as stated on the attached service list:

10 Margaret A. Sedy
11 m@sedylaw.com
12 **LAW OFFICE OF MARGARET A. SEDY**
13 9171 Wilshire Blvd., Suite 500
Beverly Hills, CA 90210
El Segundo, CA 90245-4617
Telephone: 310-893-5509

14 *Attorneys for Defendant CHINESE GOURMET GROUP, INC.*

15 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
16 to accept electronic service, I caused the documents to be sent to the persons at the
17 electronic service addresses listed above via third-party cloud service
CASEANYWHERE. I did not receive an error message.

18
19 I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

20 Executed on January 27, 2026 at Los Angeles, California.

21
22 Ivette Hernandez

23 Name

24 _____
25 Signature
26
27
28