

FILED
Superior Court of California,
County of Solano
12/11/2025 at 02:24:21 PM
By: J. Castaneda, Deputy Clerk

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

Attorneys for Plaintiff
KENNETH ANTHONY BUCHANAN, JR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

KENNETH ANTHONY BUCHANAN, JR.,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

VERTUS PROPERTIES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CU24-03325

*[Assigned for all purposes to the Hon. Wendy Getty,
Dept. 8]*

CLASS ACTION

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

Date: October 8, 2025
Time: 8:30 a.m.
Courtroom: Dept. 8
Judge: Hon. Wendy Getty

Action Filed: May 1, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff KENNETH ANTHONY BUCHANAN, JR. (“Plaintiff”) filed a Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement”). (See Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.) The matter came on for hearing.

After reviewing the Agreement, the Notice, and the entire record of this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

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

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

3. Under the terms of the Agreement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount (“GSA”)	\$605,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed)	\$10,000.00
Requested Attorney’s Fees (one-third of GSA)	\$201,666.67
Requested Costs (not to exceed)	\$25,000.00
PAGA Penalty Allocation	\$30,000.00
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$330,833.33

The Court is not approving any proposed deductions or awards out of the GSA at this time.

1 4. The Parties' proposed Settlement is granted preliminary approval as it meets the criteria
2 for preliminary settlement approval. In granting preliminary approval of the proposed class action
3 Settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th
4 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re*
5 *Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the
6 proposed class action Settlement memorialized in the Agreement are fair, reasonable, and adequate,
7 pursuant to Code of Civil Procedure § 382. The proposed Settlement falls within the range of
8 reasonableness and appears to be presumptively valid, subject only to any objections that may be raised
9 at the final fairness hearing.

10 5. The Class meets the requirements for conditional certification for settlement purposes
11 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
12 of the proposed settlement Class of the terms of the proposed Settlement.

13 6. The Parties' proposed notice plan is constitutionally sound because individual notices
14 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best
15 notice practicable. The Parties' proposed Class Notice, attached to the Agreement as Exhibit A, is
16 sufficient to inform Class Members of the terms of the Agreement, their rights under the proposed
17 Settlement, their rights to object to the proposed Settlement, their right to receive a payment under the
18 proposed Settlement or elect not to participate in the proposed Settlement, and the processes for doing
19 so, and the date and location of the final approval hearing and are therefore approved.

20 7. The following persons are certified as Class Members solely for the purpose of
21 effectuating the proposed Settlement in this matter:

22 All persons currently or formerly employed by Defendant as a non-exempt employee in
23 California during the Class Period (the "Class Period" is the period from May 1, 2020,
24 through the date the Court grants preliminary approval). "Participating Class Member"
means a Class Member who does not submit a valid and timely Request for Exclusion
from the Class portion of the Settlement.

25 (Agreement, ¶¶ 1.1 (at 1:17-18), 1.5, 1.8, 1.30). It is estimated by the Parties that the Settlement Class
26 includes about 254 individuals.

27 8. Plaintiff KENNETH ANTHONY BUCHANAN, JR., is appointed as the Class
28 Representative.

9. The Court finds counsel for Plaintiff are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

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

11. Defendant is directed to provide the Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class data delivered to Administrator	No later than 15 calendar days after preliminary approval
Notice mailed to Class Members	No later than 14 calendar days after receiving the Class data
Response Deadline	60 calendar days after notice issues
Extended Response deadline for re-mails	60 calendar days after notice issues plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval
Final Approval Hearing	_____, at _____, in Dept. 8.

12. The Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

13. Class Members will be bound by the Settlement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the response deadline. Any request for exclusion shall be submitted to the Administrator rather than filed with the Court. Class members are not required to send copies of their exclusion request to counsel. The Administrator shall file, or provide

1 to Counsel for filing, a declaration stating the number of Requests for Exclusions and identifying all
2 individuals who timely requested exclusion from the proposed Class, among other information to be
3 provided, as set forth in the Agreement.

4 14. Written objections by Class Members must be timely sent to the Administrator in
5 accordance with the Agreement. Written objections must be attached to the Administrator's declaration
6 and authenticated by the Administrator.

7 15. Upon completion of the Notice process, the Administrator shall provide a report of the
8 results of that process to Counsel for all Parties.

9 16. A final approval hearing will be held on April 30, 2026, at 9:00 a.m.,
10 in Department 8, to determine whether the proposed Settlement should be granted final approval as fair,
11 reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence and
12 arguments necessary to evaluate the proposed Settlement. Class Members and their counsel may support
13 or oppose the proposed Settlement, if they so desire, in accordance with the procedures set forth in the
14 Class Notice and this Order.

15 17. As set forth in the Notice, any Class Member may appear at the final approval hearing in
16 person (which "in person" appearance may be through remote appearance technology) or by his or her
17 own attorney and show cause why the Court should not approve the settlement.

18 18. The Court reserves the right to continue the date of the final approval hearing without
19 further notice to Class Members.

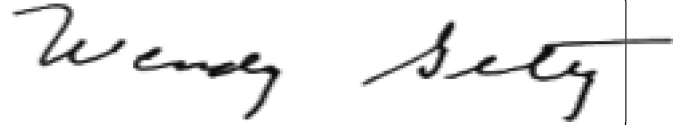
20 19. Class Counsel shall give notice to any objecting party of any continuance of the hearing
21 of the motion for final approval.

22 20. In the event that the proposed Settlement does not become effective in accordance with the
23 terms of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
24 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
25 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
26 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation of
27 the Action.
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1 21. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the proposed Settlement.

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4 **IT IS SO ORDERED.**

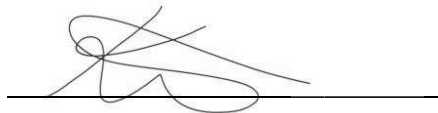
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6 Dated: **12/11/2025**



Hon. Wendy Getty
SOLANO COUNTY SUPERIOR COURT JUDGE

8
9 **APPROVED AS TO FORM.**

10 **DUGGAN MCHUGH LAW CORPORATION**

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12 

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14 Katie A. Collins, Esq.
15 Attorney for Defendant
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1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **December 10, 2025**, I served the foregoing document described
8 as:

9 **REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
10 **CLASS ACTION SETTLEMENT**

11 X by placing _____ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows :

13 Katie A. Collins, Esq. (SBN 309475)
14 Sara Kesler
15 **DUGGAN MCHUGH LAW CORPORATION**
16 641 Fulton Ave., Suite 100
17 Sacramento, CA 95825
18 Telephone: (916) 550-5309
19 Facsimile: (916) 404-5900
20 Email: Katie@dugganmchugh.com
21 E-mail: sara@dugganmchugh.com

22 *Attorneys for Defendant Pinnacle Property Management Services, LLC*

23 ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California,
24 by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail
25 of record in this action.

26 X (State) I declare under penalty of perjury under the laws of the State of California
27 that the above is true and correct.

28 Executed on **December 10, 2025**, at Los Angeles, California.

Helena Maa
Name


Signature