Daniel J. Hyun (State Bar No. 309184)
daniel@torusllp.com
Shelly Song (SBN 312036)
shelly@torusllp.com
TORUS LLP
2 Park Plaza, Ste. 1260
Irvine, California 92614
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Attorneys for Plaintiff MARVIN PEREIRA

(Additional counsel on following page)

FILED
Superior Court of California
County of Los Angeles
10/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MARVIN PEREIRA, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs.

BULLDOG AUCTION HOUSE, LLC; BULLDOG-SIMI VALLEY, INC; BULLDOG-CHATSWORTH, INC; BULLDOG-VALENCIA, INC.; BULLDOG-CAMARILLO, INC.; ATOMIC ENTERPRISES, INC.; JONATHAN MANHAN; and DOES 1 through 50, inclusive,

Defendants.

BRYAN BERNABEL, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ATOMIC ENTERPRISES, INC., a California company; and DOES 1 through 10, inclusive,

Defendants.

Lead Case No. 23STCV12188
Consolidated with Case No. 24STCV07952

Assigned for All Purposes to:
Hon. David S. Cunningham III, Dept. 11

[~~PROPOSED~~] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Information:
Date: September 16, 2026
Time: 10:00 a.m.
Dept.: 11

Lead Action Filed: May 26, 2023
Trial Date: None set

Tyler J. Woods (SBN: 232464)
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff BRYAN BERNABEL

[~~PROPOSED~~] ORDER

WHEREAS, the above-entitled action is pending before this Court as a putative class action (the "Action");

WHEREAS, Plaintiffs Marvin Pereira and Bryan Bernabel (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated and on behalf of the general public, have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") entered into by Plaintiffs and Defendants Bulldog Auction House, LLC, Bulldog-Simi Valley, Inc., Bulldog-Chatsworth, Inc., Bulldog-Valencia, Inc., Bulldog-Camarillo, Inc., Atomic Enterprises, Inc., and Jonathan Manhan (collectively, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") which sets forth the terms and conditions for a proposed settlement upon the terms and conditions set forth therein; and

WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Daniel J. Hyun in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and all terms defined therein shall have the same meaning in this Order.

Also included is the declaration of Danie L. Hyun and attachments filed Sept. 28, 2026.

2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues; (c) sufficient investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

3. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure section 382 for approval of the settlement only, the Court finds on a preliminary basis

that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of the Class' claims; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby conditionally certifies the class for settlement purposes only. The Class Period is May 26, 2019, through October 3, 2025. The Class is defined as follows: all non-exempt employees who worked for Defendants in California during the Class Period. The Private Attorneys General Act of 2004 ("PAGA") Period is May 25, 2022, through October 3, 2025. The Aggrieved Employees are defined as follows: all non-exempt employees who worked for Defendants in California during the PAGA Period.

5. Plaintiffs Marvin Pereira and Bryan Bernabel are hereby preliminarily appointed and designated, for all purposes, as the Class Representatives and the following attorneys are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"): Daniel J. Hyun and Shelly Song of Torus LLP and Tyler J. Woods of Wilshire Law Firm, PLC. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

7. The Court hereby approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement.

8. The Court hereby preliminarily approves Class Counsel's attorneys' fees of up to one-third of the Gross Settlement Amount (currently $250,000.00), Class Counsel litigation expenses not to exceed $35,000.00, Service Payments to Plaintiffs Marvin Pereira and Bryan Bernabel of up to $10,000.00 each, costs of administration not to exceed $11,000.00, and payment to the LWDA of $75,000.00, all subject to final approval.

9. The Court hereby approves, as to form and content, the Class Notice, to be distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court hereby appoints Phoenix Class Action Administration Solutions as Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice, by first class mail no later than fourteen (14) days of receipt of Class Members' data using the procedures set forth in the Settlement. Class Members who wish to participate in the Settlement do not need to respond to the Class Notice.

11. All costs of mailing of the Notice of Settlement, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to $11,000.00 as provided in the Settlement.

12. Any Class Member may choose to opt-out of and be excluded from the Class as provided in the Class Notice by submitting a written Request for Exclusion to the Settlement Administrator within the time period described therein. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion or opted-out shall be Participating Class Members and bound by all determinations of the Court, the Settlement, and the Final Order Approving Settlement.

13. A Final Approval Hearing shall be held before this Court on **~~January 18, 2026~~** [or May 19, 2027, ~~2026~~] at 9:00 a **.m.** in Department 11 of the Los Angeles County Superior

Court for the State of California, located at 312 North Spring Street, Los Angeles, California 90012. **All papers in support of final approval and related awards for fees, costs, and Plaintiff's enhancement must be filed and served at least 16 court days before the final approval hearing.**

14. Any Participating Class Member may object to the Settlement by following the instructions for submitting objections that are set forth in the Settlement and Class Notice, and may appear at the Final Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

15. The Settlement is not a concession or admission, and shall not be used against the Defendants and the Released Parties as defined by Section 1.41 of the Class Action and PAGA Settlement Agreement and Class Notice, as an admission or indication with respect to any claim of any fault or omission by the Defendants and/or Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication or admission by the Released Parties of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

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18. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

10/05/2026

Date

~~HON. DAVID S. CUNNINGHAM III~~
Judge of the Superior Court
Honorable Bruce G. Iwasaki

~~10/05/2026~~