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of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FRED NAZAR, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

SCHINDLER ELEVATOR
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00022945-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:

Hon. Michael D. Washington

Dept.: C-73

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

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Michael Sutherland, and Fred Nazar]*

Date: April 17, 2026

Time: 9:00 a.m.

Dept.: C-73

Original Complaint Filed: May 17, 2024

FAC Filed: January 7, 2026

Trial Date: None Set

ORDER

Plaintiff Fred Nazar (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Schindler Elevator Corporation (“Defendant”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on April 17, 2026, at 9:00 a.m. in Department C-73 of the San Diego County Superior Court located at 330 West Broadway, San Diego, California 92101. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) and the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) (attached as Exhibit A to the Settlement Agreement (which is attached as Exhibit 1 to the Declaration of Enoch J. Kim (“Kim Decl.”))), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies the Class consisting of all current and former hourly non-exempt employees who worked for Defendant in California during the Class Period, which is the period from May 17, 2020 to September 9, 2025. (Kim Decl., Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class Members’ claims all

1 arise from the same alleged events and course of conduct and are based on the same legal theories;
2 and (iv) the adequacy of representation requirement because Plaintiff has the same interests as all
3 members of the Class, and they are represented by experienced and competent counsel. The Court
4 further finds, preliminarily and for settlement purposes only, that common issues predominate over
5 individual issues in this litigation and that class treatment is superior to the other means of resolving
6 this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of D.Law, Inc. as Class Counsel, Plaintiff Fred Nazar as Class
9 Representative, and Apex Class Action (“Apex”) as the Administrator. Class Counsel is authorized
10 to act on behalf of the Class Members with respect to all acts or consents required by or which may
11 be given pursuant to the Settlement Agreement and such other acts reasonably necessary to
12 consummate the Settlement. The Administrator is authorized to perform such acts as set forth in this
13 Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice, attached as Exhibit A to the Settlement Agreement, which is
19 attached as Exhibit 1 to the Declaration of Enoch J. Kim, advises the Class of the material terms and
20 provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto,
21 and is approved as to form and content. The Court approves the procedures set forth in the Settlement
22 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in
23 the Class Notice.

24 9. The Class Notice will be sent by first-class mail to the Class Members in accordance
25 with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and
26 distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet
27 the requirements of due process and provide the best notice practicable under the circumstances, and
28 will constitute due and sufficient notice to all persons entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded (“Request for Exclusion”) from the Class
3 portion of the Settlement by the deadline set forth in the Class Notice. Any Class Member who does
4 not submit a timely Request for Exclusion from the Class portion of the Settlement consistent with
5 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the terms
6 of the Settlement Agreement.

7 11. Only Participating Class Members may object to the Class portion of the Settlement,
8 including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel
9 Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment,
10 and/or Class Representative Service Payment. Participating Class Members may send written
11 objections to the Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice.
12 Participating Class Members may also appear in Court (or hire an attorney to appear in Court at their
13 own expense) to present verbal objections at the Final Approval Hearing.

14 12. A Final Approval Hearing on the question of whether the proposed Settlement, Class
15 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel for
16 attorneys’ fees and reasonable expenses incurred in connection with this Action, Class Representative
17 Service Payment to Plaintiff for his services in this Action, and Administration Expenses Payment to
18 the Administrator should be approved as fair, reasonable, and adequate as to the Class and whether
19 the Settlement should be given final approval is scheduled on: _____, 2026 at ____
20 ____m. Plaintiff shall file a motion for final approval of the Settlement no later than 16 court days prior
21 to the Final Approval Hearing.

22 13. The Settlement Agreement will not be construed as an admission or evidence of either
23 liability or the appropriateness of class certification in the non-settlement context, as more specifically
24 set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of
25 Defendant to present all available defenses and oppose certification of a class in this action should
26 the proposed Settlement not be granted final approval. If, for any reason, the Court does not grant
27 final approval of the Settlement, all evidence and proceedings held in connection therewith shall be
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1 without prejudice to the status quo ante rights of the parties to the litigation as more specifically set
2 forth in the Settlement Agreement.

3 14. All further proceedings in this action are stayed except such proceedings necessary to
4 review, approve, and implement this Settlement.

5 15. The Court finds that all required notifications and submissions to the California Labor
6 and Workforce Development Agency (“LWDA”) about the Settlement Agreement and Motion have
7 been made by Plaintiff in the time and manner specified under PAGA.

8 **IT IS SO ORDERED.**

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10 Dated: _____, 2026

11 Honorable Michael D. Washington
12 Judge of the Superior Court
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