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16 Attorneys for Plaintiff MARIA REYES,
17 individually and on behalf of all others similarly situated

18 [Additional Counsel On Next Page]

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

21 MARIA REYES individually and on behalf
22 of all others similarly situated,

23 Plaintiffs,

24 v.

25 DMS BUILDING MAINTENANCE, INC.,
26 a California Corporation, and DOES 1-50,
27 inclusive,

28 Defendants.

CASE NO.: 30-2019-01077939-CU-CXC

Hon. Melissa R. McCormick
Dept. CX105

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

Date: March 19, 2026
Time: 2:00 p.m.
Dept.: CX105

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1 **ORDER**

2 This matter came on for hearing on March 19, 2026 at 2:00 p.m. in Department CX105 of
3 the above-captioned court on the Motion for Preliminary Approval of Class and PAGA Action
4 Settlement, upon the terms and conditions set forth in the Amended Settlement Agreement and
5 Stipulation to Resolve Class and PAGA Claims (hereinafter "Settlement Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class and PAGA
7 Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support
8 thereof, the Settlement Agreement, including the proposed Notice of Proposed Settlement Class
9 Action Settlement, and in recognition of the Court's duty to make a preliminary determination as to
10 the reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due
12 process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
13 Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement,
14 and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES**
15 **THE FOLLOWING DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, GREGORY MAURO,

1 AND MICHAEL CALVO OF JAMES HAWKINS, APLC AND KANE MOON, ALLEN
2 FEGHALI, S. PHILLIP SONG, AND MORGAN SIMPSON OF MOON LAW GROUP P.C., BE
3 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
4 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

5 The Court finds on a preliminary basis that the Settlement between Plaintiffs and Defendant
6 appear to be within the range of reasonableness of a settlement which could ultimately be given final
7 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
8 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

9 The Court notes that Defendant has agreed to a non-reversionary Gross Settlement Amount
10 (“GSA”) of \$715,000.00. Defendant will pay out the entirety of the GSA to the Participating Class
11 Members and PAGA Settlement Group Members, less deductions for attorneys’ fees and costs, the
12 enhancement award payment to each Plaintiff, reasonable expenses of the third-party Settlement
13 Administrator, and the LWDA for PAGA penalties.

14 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
15 been established to support conditional certification of the Settlement Class for settlement purposes,
16 with Plaintiff acting as the Class Representative.

17 The Court hereby appoints, for settlement purposes, Plaintiffs Maria Reyes and Daniel
18 Miranda as the Class Representatives and finds Plaintiffs are an adequate representative for the
19 Settlement Class for settlement purposes. The Court further finds that James Hawkins APLC and
20 Moon Law Group P.C., have preliminarily established adequacy to be appointed as Class Counsel
21 and appoints them as Class Counsel.

22 The Class as identified in the Settlement is provisionally certified by this Order.

23 The Court finds that the proposed manner of class notice is adequate.

24 The Court approves APEX Class Action LLC, to serve as the Settlement Administrator.

25 The Court further hereby approves the proposed Notice of Class Action Settlement and
26 Orders the notice to be mailed to the Settlement Class.

27 The Court finds that the Notice of Class Action Settlement constitutes the best notice
28 practicable under the circumstances, is in full compliance with the laws of the State of California

1 and, to the extent applicable, the United States Constitution and the requirements of due process.
2 The Court further finds that the Notice of Class Action Settlement fully and accurately informs
3 Settlement Class Members of all material elements of the proposed Settlement, of each Settlement
4 Class Member's right to be excluded from the Settlement Class, and each Settlement Class Member's
5 right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement
6 adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the
7 benefits available to each Settlement Class Member; each Settlement Class Member's right to
8 participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing
9 and procedures for doing so; the temporary and conditional certification of the Settlement Class for
10 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
11 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
12 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
13 Settlement Class to file documentation in support of or in opposition to and appear in connection
14 with said hearing.

15 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
16 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
17 last known address of the Settlement Class, as specifically described within the Settlement
18 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
19 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

20 The Settlement Administrator shall, within 14 calendar days after entry of the Preliminary
21 Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members
22 that identifies each Class Member by name, Social Security Number, and last-known address; and
23 specifies the number of weeks worked by each Class Member in a non-exempt position during the
24 Class Period and the PAGA Period (the "Class List"). Defendant will provide the Class List in an
25 Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement
26 Administrator will keep the list confidential, except it shall be provided to Class Counsel upon
27 request with Social Security Numbers and address information redacted, and Class Counsel agrees
28 to use such information only for the purposes described in the Settlement Agreement.

1 IT IS FURTHER ORDERED that upon receipt of the Class List, the Settlement
2 Administrator shall perform a search based upon the National Change of Address Database to
3 update and correct any known or identifiable address changes. The Settlement Administrator shall
4 exercise its best judgment to determine the current mailing address for each Class Member. Within
5 14 calendar days after receipt of the Class List from Defendant, the Settlement Administrator will
6 send the Class Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice
7 shall be presumed as to each and every Class Member whose Class Notice is not returned to the
8 Settlement Administrator as undeliverable within 14 calendar days after mailing.

9 IT IS FURTHER ORDERED that the Settlement Administrator will re-mail any notice
10 packet returned by the United States Postal Service with a forwarding address on or before the
11 expiration of the Notice Period. It shall be conclusively presumed that those Class Members
12 whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable
13 within 14 calendar days after remailing, received the Class Notice. Class Members who receive a
14 re-mailed Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or
15 dispute the workweeks attributed to him or her.

16 IT IS FURTHER ORDERED that Not later than five (5) business days after the
17 Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator
18 shall remail the Class Notice using any forwarding address provided by the USPS. If
19 the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member
20 Address Search, and re-mail the Class Notice to the most current address obtained. The
21 Administrator has no obligation to make further attempts to locate or send Class Notice to Class
22 Members whose Class Notice is returned by the USPS a second time.

23 IT IS FURTHER ORDERED that the Settlement Administrator will use the appropriate skip
24 tracing and National Change of Address searches to increase the likelihood of delivery of the Class
25 Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without
26 a forwarding address upon locating new or alternate addresses after a reasonable search.

27 IT IS FURTHER ORDERED that if these procedures are followed, notice to Class Members
28 shall be deemed to have been fully satisfied, and if the intended recipient does not receive the Notice

1 of Class Action Settlement, the intended recipient shall nevertheless remain a Class Member and
2 shall be bound by all terms of the Settlement and the Final Order and Judgment.

3 IT IS FURTHER ORDERED that a Class Member will not be entitled to opt out of the
4 settlement established by this Agreement unless the Class Member submits a valid opt-out request
5 (“Opt-Out Request”). A valid Opt-Out Request must: (i) contain the Class Member’s full name and
6 current address; (ii) the Action name and/or case number; (iii) a statement clearly expressing the
7 Class Member’s desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so
8 that it is postmarked on or before the expiration of the Notice Period. Alternatively, a Class Member
9 may fill out the Opt-Out Request Form attached to the Class Notice and return it so that it is
10 postmarked on or before the expiration of the Notice Period. Any Class Members who worked
11 during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved
12 Employees for purposes of this Agreement.

13 IT IS FURTHER ORDERED that the Administrator may not reject a Opt-Out Request as
14 invalid because it fails to contain all the information specified in the Class Notice. The Administrator
15 shall accept any Opt-Out Request as valid if the Administrator can reasonably ascertain the identity
16 of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s
17 determination shall be final and not appealable or otherwise susceptible to challenge. If the
18 Administrator has reason to question the authenticity of a an Opt-Out Request, the Administrator
19 may demand additional proof of the Class Member’s identity. The Administrator’s determination of
20 authenticity shall be final and not appealable or otherwise susceptible to challenge.

21 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely, complete,
22 and valid Opt-Out Request will be barred from opting out of this Agreement or the settlement, unless
23 otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request
24 that is incomplete, it will make reasonable attempts to contact the class member to cure the defect.
25 The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of
26 the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
27 Defendant. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
28 of the Notice Period, the Class Member did not make the request in a timely manner. Absent good

1 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
2 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
3 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
4 the Settlement Administrator have the authority to extend the deadline for Class Members to submit
5 a request to opt out of the settlement without the Parties' joint written consent.

6 IT IS FURTHER ORDERED that every Class Member who submits a valid and timely Opt-
7 Out Request is a Non-Participating Class Member and shall not receive an Individual Class Payment
8 or have the right to object to the class action components of the Settlement. Because future PAGA
9 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
10 Members who are Aggrieved Employees are deemed to release the claims identified in the
11 Agreement and are eligible for an Individual PAGA Payment.

12 IT IS FURTHER ORDERED that a Class Member may dispute the number of workweeks
13 allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement
14 Administrator postmarked no later than the expiration of the Notice Period ("Workweek Dispute").
15 To be valid, a Workweek Dispute must contain the following: (i) the Class Member's full name and
16 current address; (ii) the Action name and/or case number; (iii) the number of workweeks the Class
17 Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendant's
18 calculation of the workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a
19 Workweek Dispute, the Settlement Administrator shall promptly serve Defendant's counsel with a
20 copy of the Workweek Dispute and any accompanying papers. Defendant's counsel will inform
21 Class Counsel of any such dispute. No Workweek Dispute shall be effective or considered for any
22 purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as
23 provided above. Defendant shall have the right to respond to the Workweek Dispute by any Class
24 Member. The Settlement Administrator will also attempt to resolve the Workweek Dispute. To the
25 extent the Workweek Dispute cannot be resolved amongst the Parties, the Court will make a final
26 and binding determination of any unresolved dispute.

27 IT IS FURTHER ORDERED that any Class Member may object to the Settlement. Any
28 written objection must be mailed to the Settlement Administrator (who shall promptly provide a

1 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
2 will ensure that any written objections get filed with the Court concurrently with the final approval
3 documents by having it attached to the Settlement Administrator's Declaration. Class Members who
4 have not objected in writing may still appear and be heard at the Settlement Hearing.

5 IT IS FURTHER ORDERED that written objections to the Settlement must contain at least
6 the following: (i) the objecting Class Member's full name and current address; (ii) a clear reference
7 to the Action by name and/or case number; and (iii) a statement of the specific reasons why the
8 objector believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member
9 may fill out the Notice of Objection to Class and PAGA Action Settlement Form attached to the
10 Class Notice. In addition, though not required, the Parties ask that any objecting Class Member also
11 include a statement of whether the objector intends to appear at the final approval hearing, either in
12 person or through counsel and, if through counsel, a statement identifying that counsel by name, bar
13 number, address, and telephone number. In addition, Class Members may appear at the final
14 approval hearing to state their objection even if they do not submit a written objection during the
15 Notice Period

16 IT IS FURTHER ORDERED that Class Counsel and Defense Counsel shall file any
17 responses to any written Objections submitted to the Court in accordance with this Agreement
18 within five (5) court days before the Final Approval Hearing, or on another date set by the Court.

19 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
20 objection or to present an objection in person at the Final Approval Hearing shall be deemed to have
21 waived any objections and shall be foreclosed from making any objection to the Settlement whether
22 by appeal or otherwise. An individual who submits a valid Request for Exclusion may not object to
23 the Settlement.

24 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on _____,
25 2026 at _____ a.m./p.m. in Department CX105 of the above captioned Courthouse to consider the
26 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
27 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award
28 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final

1 Approval Hearing to another date at its discretion.

2 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
3 Final Approval and application for attorneys' fees and costs and class representative enhancement
4 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
5 Approval Hearing.

6 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
7 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
8 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
9 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
10 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
11 Agreement.

12 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
13 this matter except those contemplated herein and in the Settlement Agreement are stayed.

14 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
15 Hearing from time to time without further notice to the Class.

16 **IT IS SO ORDERED.**

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18 Dated: _____, 2026

19 Honorable Melissa R. McCormick

20 JUDGE OF THE SUPERIOR COURT
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