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on behalf of himself and of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

TROY KRIKKE on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

MEGA FLUID SYSTEMS, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 24CV078540
(Related to Case No. 24CV085397)

[Assigned for all purposes to the Hon. Patrick McKinney, in Dept. 18]

[PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

This Court, having considered the Motion of plaintiff Troy Krikke ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Keaton D. Mendoza, David D. Bibiyan, Plaintiff, and Jodey Lawrence, the Class and PAGA Action Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members," "Class Members") for the purpose of settlement only: all current and former non-exempt, hourly-paid employees employed by defendant Mega Fluid Systems, Inc. during period between June 5, 2020 through May 27, 2025 ("Class Period") in the State of California.

3. The Court preliminarily appoints the named plaintiff Troy Krikke ("Plaintiff") as Class Representative, and David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable, as to all potential class members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive and arms-length

negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $325,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to $113,750.00, in addition to actual costs incurred of up to $30,000.00; service award of up to $10,000.00 to Plaintiff; costs of settlement administration of no more than $6,000.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $30,000.00, of which $22,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $7,500.00 (25%) to "Aggrieved Employees," defined as all current and former non-exempt, hourly-paid employees employed by Defendant during the period between June 5, 2023 through the end of the Class Period ("PAGA Period") in the State of California ("PAGA Period").

8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

9. Class Member's "Workweek" means any week during which a Class Member was employed by and worked for Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California.

10. Defendant has represented that there are approximately 4,038 Workweeks worked by its non-exempt employees in California from June 5, 2020 to February 27, 2025 (the date of mediation). This is a material representation for Plaintiff to enter into this agreement. Should the actual number of active Workweeks worked by this group of people during the Class Period increase beyond ten percent (10%), Defendant's shall have the option of (a) increasing the Gross Settlement

Amount by the percentage increase in the number of Workweeks worked by the class members above 10% (e.g., if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the Class and PAGA Release Periods to the date in which 4,442 Workweeks is met. Thus, for example of the number of workweeks increases by 11%, and Defendant chooses option (a), then the Gross Settlement Amount shall be increased by 1%, or $3,250, for an increased Gross Settlement Amount of 328,250.

11. The Court deems Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of administrative costs, not to exceed $6,000.00 out of the Gross Settlement Amount for services to be rendered by Phoenix on behalf of the class.

12. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

13. Before mailing Class Notices, the Administrator shall update Class Members' addresses using the National Change of Address database.

14. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form attached to the Agreement as Exhibit "A."

15. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response Deadline has expired.

16. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

17. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

18. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed).

19. If a Settlement Class Member submits an Objection and a Request for Exclusion, the

Request for Exclusion will control, and the Objection will be disregarded.

20. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail.

21. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

22. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing) the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

23. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by _____.

24. A Final Approval Hearing shall be held with the Court on _____ at ___:___ _.m in Department 18 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: _____

_____
Judge of the Superior Court