D.LAW, INC.
Roman Shkodnik (SBN 285152)
Jean Hopkins Power (SBN 326509)
Enoch J. Kim (264116)
Marta Manus (260132)
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, j.power@d.law
e.kim@d.law, m.manus@d.law

Attorneys for Plaintiff KIMBERLY JIMENEZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIMBERLY JIMENEZ, on behalf of herself and others similarly situated, Plaintiff, vs. QUADIENT, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	CLASS ACTION Case No. 30-2024-01408972-CU-OE-CXC Judge: Hon. David A. Hoffer Department: CX103 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: November 30, 2026 Time: 1:30 p.m. Dept.: CX103 **Reservation Number: 74972415**

RECITALS

Plaintiff Kimberly Jimenez ("Plaintiff"), individually and on behalf of the Class, and Defendant Quadient, Inc. ("Defendant") entered into a class action and PAGA settlement, the terms and conditions of which are set forth in the parties' Joint Stipulation of Class Action and PAGA Settlement Agreement (hereafter collectively, the "Settlement" or "Settlement Agreement"). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

Plaintiff's motion for an order preliminarily approving the settlement of this action, approving the form notice of settlement, and setting a final approval hearing ("Motion") came on for hearing in Department CX103 of this Court on November 30, 2026.

This Court, having fully considered Plaintiff's Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Order should be entered in this action based upon the Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate:

> "All hourly, non-exempt employees who work/worked for Defendant in California employed during the period from June 21, 2020, through August 31, 2025."

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the range of possible approval at the final approval hearing.

3. 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 the Class Members' claims all arise from the same alleged events and course of conduct, and are based on the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the same interests as all members of the Class, and is represented by experienced and competent counsel.

4. The Court further finds, preliminarily and for settlement purposes only, that common issues predominate over individual issues in this litigation and that class treatment is superior to the other means of resolving this dispute. Employing the class device here will not only achieve economies of scale for Class Members with individual claims, but also conserve the resources of the judicial system and preserve public confidence in the integrity of the system by avoiding the waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent adjudications of similar issues and claims.

5. For settlement purposes only, the Court finds that Plaintiff is an adequate class representative and appoints Plaintiff as such. The Court further finds that Roman Shkodnik, Jean Hopkins, Power, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc., have adequately represented Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

6. The Court appoints Apex Class Action Administration to perform the duties of a Settlement Administrator for the purpose of issuing the Class Notice and administering the Settlement.

7. The Court recognizes that certification under this Order is for *settlement purposes only,* and shall not constitute or be construed as a finding by the Court, or an admission on the part of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to the rights of Defendant to oppose class certification in the actions, should the proposed Settlement Agreement not be granted final approval.

PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that:

a. The settlement amount is fair and reasonable to all Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues;

b. Extensive and costly investigation and research have been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions;

c. Settlement at this time will avoid additional substantial costs, such as those that have already been incurred by both parties, as well as avoid the delay and risks that would be presented by the further prosecution of this litigation; and

d. The proposed settlement has been reached as the result of intensive, serious, and non-collusive arm's-length negotiations.

9. The Court further approves the following representative group of employees as governed by the Settlement Agreement with respect to the PAGA claim: all hourly, non-exempt employees who work/worked for Defendant in California employed during the PAGA release period (defined as June 21, 2023, through August 31, 2025).

10. The Court grants approval of the PAGA Settlement pursuant to the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code § 2699(l)(2).

11. Because a PAGA action is not a class action, Class Members may not opt out of, or object to, the PAGA Settlement.

12. If the Court does not grant final approval of the Settlement Agreement, approval of the PAGA Settlement will be vacated.

APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE

AND TIMELINE FOR SENDING CLASS NOTICE

13. This Court finds that the Class Notice, fairly and adequately advises the potential Class Members of the terms of the Settlement and the process for the Class Members to obtain the benefits available under the Settlement Agreement, as well as the right of Class Members to opt out of the class, to file documentation in opposition to the proposed settlement, and to appear at the settlement hearing to be conducted on the date set by the Court. The Court further finds that the Class Notice and proposed distribution of such Class Notice by first-class mail to each identified Class Member at their last known address comports with all constitutional requirements, including those of due process under the United States and California constitutions, and meets the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

14. The Settlement Administrator shall, as set forth in the Settlement, cause the Class Notice to be mailed by first class mail to all known members of the Class certified by this Court in this action to the most recent address in Defendant's business records for each known member of the Class. The mailing of the Class Notices directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Class.

15. The costs of settlement administration, including the cost of printing and mailing the Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

16. Each member of the Class who wishes to be excluded from the Class must submit a request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely request to be excluded from the Settlement consistent with the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement, even if such Class Member has previously initiated or subsequently initiates individual litigation against Defendant or other proceedings encompassed by the Released Class Claims defined in the Settlement Agreement.

OBJECTIONS TO SETTLEMENT

17. Any member of the Class who has not timely elected to be excluded from the Class, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the Settlement Administrator a written statement of the objection, as well as the specific reasons, if any, for each objection. The Settlement Administrator will promptly transmit any objections it receives to Class Counsel and Defendant's counsel.

18. All written objections must be signed by the Class Member or the Class Member's representative and include the information specified in the Class Notice.

19. A Class Member may appear either in person or through personal counsel at the Final Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at the Class Member's expense.

20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

FINAL APPROVAL FAIRNESS HEARING

21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of the Settlement Agreement on _____, at _____ a.m./p.m. in Department CX103 of this Court ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and class representative service award to Plaintiff should be granted and, if so, in what amounts.

22. Class Counsel shall file Plaintiff's memorandum of points and authorities in support of the final approval of the Settlement Agreement and their request for approval of the attorneys' fees, litigation costs, and service award no later than 16 court days prior to the Final Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

23. All discovery and other pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the

Settlement Agreement and this Order.

24. If, for any reason, the Court does not grant final approval of the Settlement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable David A. Hoffer
JUDGE OF THE SUPERIOR COURT