

1. A judgment, decree, or order was entered in this action on *(date)*: August 17, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 20, 2026

Matthew A. Haulk

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Delmy Rivera
 DEFENDANT/RESPONDENT: Marway Power Systems Inc.

CASE NUMBER:
 30-2024-01401021-CU-OE-CXC

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

 (SIGNATURE OF DECLARANT)

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 08/17/2026

TIME: 01:30:00 PM

DEPT: CX103

JUDICIAL OFFICER PRESIDING: David A. Hoffer

CLERK: M. Nevarez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: M. Brinegar

CASE NO: **30-2024-01401021-CU-OE-CXC** CASE INIT.DATE: 05/21/2024

CASE TITLE: **Rivera vs. Marway Power Systems Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74881692

EVENT TYPE: ADR Review Hearing

EVENT ID/DOCUMENT ID: 74857579

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Delmy Rivera

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Preliminary Approval of Class Action and
PAGA Settlement, 05/21/2026

APPEARANCES

Divya Schlesinger, from Haulk & Herrera LLP, present for Plaintiff(s) remotely.

Brad Stuckey, from Kahana & Feld LLP, present for Defendant(s) remotely.

Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court ADOPTS and CONFIRMS the tentative ruling as follows:

The tentative ruling is to continue Plaintiff Delmy Rivera's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement to December 14, 2026 at 1:30 p.m.

Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel 4 must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with a supplemental declaration or brief that simply asserts the issues have been resolved.

The Class and PAGA Periods are defined as ending on January 29, 2026. However, the escalator clause in Paragraph 10 of the settlement agreement provides for the option to either increase the settlement amount or change the Class Period such that some of the class members might no longer be included in the settlement. This court, however, will not approve a settlement that results in class members being

told they are in the settlement but later being told they are not included in the settlement. Thus, defendant will have to either rely on or take another look at its estimated number of class members or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class Period, rather than an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice, and have the class notice include the adjusted end date and not be sent to non participants.

The court is inclined to grant approval of an attorneys' fees request of 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice, or Plaintiff must provide documentation and support for any request higher than this percentage at the final approval stage.

The motion fails to provide the estimated high and low payments to be paid to class members. The average payment must be provided for preliminary approval, but if the high and low estimated payments are not available at this time, they must be provided in the motion for final approval.

The allocation of only 20% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required.

Paragraphs 7.6 and 7.8.4 of the settlement agreement and the class notice state that the Administrator will resolve any 5 workweek disputes. The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such dispute, the court will ultimately decide any unresolved dispute.

Paragraph 7.5.2. of the settlement agreement states that the administrator shall make the final determination as to the authenticity of an opt-out request. The documents should reflect instead that the court will ultimately decide any unresolved dispute regarding the authenticity of an opt-out request.

The class release in Paragraph 5.2 of the settlement agreement includes a release of claims for "failure to reimburse necessary business expenses," but that is not a claim asserted in the operative complaint. Further, there is no exposure analysis for this claim. The court will not approve a class release that releases claims outside the scope of the complaint.

The court will not approve a direct release of claims by the State of California or the LWDA. Paragraph 5.3 of the settlement agreement must be amended to state: "Plaintiff, on behalf of herself, the State of California and the LWDA, and all PAGA Members are deemed to release . . ."

The following corrections must be made to the class notice:

- (1) Rather than having class members prepare their own opt out requests, the class notice must include an exclusion form that class members can complete and submit. The form should be referenced in the class notice.
- (2) The class notice must have page numbers on every page.
- (3) Class members and aggrieved employees may object to the amount of PAGA penalties allocated from the settlement. The third row of the table on Pages 2-3 of the class notice, should state "Participating Class Members Can Object to the Class Settlement," and the phrase "but not the PAGA Settlement" should be deleted.
- (4) Section 8 of the class notice lists the wrong address and wrong department for the final approval hearing.

Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration

and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final 6 Approval Hearing date to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.

ADR Review Hearing continued to 12/14/2026 at 01:30 PM in this department pursuant to Court's motion.

Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.

PROOF OF SERVICE

Delmy Rivera v. Marway Power Systems Inc.

Orange County Superior Court Case No.: 30-2024-01401021-CU-OE-CXC

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): NOTICE OF ENTRY OF JUDGMENT OR ORDER	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Brad Stuckey, Esq. KAHANA & FELD LLP 2603 Main Street, Suite 900 Irvine, California 92614 Telephone: (949) 812-4781 Facsimile: (949) 245-7597 Email: bstuckey@kahanafeld.com bsmith@kahanafeld.com <i>Attorney for Defendant</i> <i>Marway Power Systems Inc.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. X	By Electronic Transmission. I caused the documents to be sent from the email address tgesin@hemploymentlaw.com on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on August 20, 2026

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

August 20, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)