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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LAURA MARIA MACIAS, an individual on behalf of herself and all others similarly situated, Plaintiff, vs. METRIE EL & EL, LLC., a Washington Limited Liability Company; EL & EL WOOD PRODUCTS CORP., an unknown entity; and DOES 1 through 50, inclusive, Defendants.	Case No.: CIVRS2403124 CLASS ACTION Assigned for All Purposes To: Hon. Gilbert Ochoa Dept.: R17 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; and Declarations of Enoch J. Kim, Lisa Mullins, Amanda Howard, and Laura Maria Macias]* Date: March 8, 2027 Time: 9:00 a.m. Dept.: R17 Original Complaint Filed: December 27, 2024 First Amended Complaint Filed: January 31, 2025 Trial Date: None Set

ORDER

Plaintiff Laura Maria Macias ("Plaintiff"), filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") of the Settlement reached with Defendant Metrie EL & EL, LLC ("Defendant") (Plaintiff and Defendant collectively, "the Parties"). The Motion was set for hearing on March 8, 2027, at 9:00 a.m. in Department R17 of the San Bernardino County Superior Court located at 8303 Haven Avenue, Rancho Cucamonga, California 91730. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached hereto as **Exhibit 1**, and the proposed Court Approved Notice of Class and Representative Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as **Exhibit A** to the Settlement Agreement, 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 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 finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval. It appears to the Court that the Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive investigation and research have 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 would avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It appears the Settlement has been reached as a result of intensive, arm's-length negotiations utilizing an experienced third-party neutral.

4. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq*. are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Settlement Agreement:

> All current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time from May 15, 2023 through July 15, 2026 (the "Class Period").

5. The Court further finds the PAGA allocation in the Settlement Agreement is fair, adequate and reasonable, and approves the following representative group of Aggrieved Employees as governed by the Settlement Agreement with respect to the representative PAGA claim:

> All current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time from November 27, 2023 through July 15, 2026 (the "PAGA Period").

6. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion from the class action components of the Settlement and not be bound by the Released Class Claims or receive any Individual Class Payment; to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement; Aggrieved Employees who submit a valid Request for Exclusion will still receive their Individual PAGA Payments and will be bound by the release of the Released PAGA Claims.

7. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

8. The Court conditionally certifies and approves, for settlement purposes only, the Class described above.

9. For the purposes of this Settlement, Natalie Haritoonian, Andrea A. Amaya Silva, Enoch J. Kim, Arianna N. Razi, and the other attorneys of D.Law, Inc. ("Class Counsel") are hereby

preliminarily appointed as Class Counsel and shall represent the Class Members in this Action.

10. For the purposes of this Settlement, Plaintiff Laura Maria Macias is hereby preliminarily appointed as the Class Representative for the Class.

11. The Court preliminarily approves ILYM Group, Inc. as the Administrator. The procedures for paying the Administration Expenses Payment, as set forth in the Settlement Agreement, are approved. ILYM Group, Inc. is directed to perform all responsibilities of the Administrator as set forth in the Settlement Agreement. Once entered, ILYM Group, Inc., will also post the Judgment in this matter on its website.

12. The Court hereby preliminarily approves, as to form and content, the Class Notice. The Class Notice will be translated into Spanish. The Court finds that the dates and procedure for mailing and distributing the Class Notice in the manner set forth in Paragraph 13 of this Order meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Court directs the mailing of the Court-approved Class Notice via First-Class United States Postal Service ("USPS") Mail to the Class Members in accordance with the schedule and procedures set forth in the Settlement Agreement.

a. Within twenty-one (21) calendar days of the date of preliminary approval of this Settlement, Defendant shall provide to the Administrator the Class Data, including each Class Member's full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Workweeks, which Defendant is hereby authorized to transmit to the Administrator in a secure manner. The Administrator shall maintain the Class Data in confidence, use it only for purposes of this Settlement, restrict access to employees who need access to perform under the Settlement Agreement, and return or certify the destruction of the Class Data upon completion of settlement administration. Any Class Data disclosed to Plaintiff or Class Counsel shall identify Class Members by anonymous identifier only; and

b. Within fourteen (14) calendar days of receiving the Class Data from Defendant

(and at least fourteen (14) calendar days after the date of preliminary approval of this Settlement), the Administrator shall mail by First-Class USPS Mail the Class Notice, in English and Spanish, to each Class Member. The Administrator shall conduct a National Change of Address database search before mailing and will also use the most recent address available to the Administrator for mail delivery. Any returned mail with a forwarding address from the U.S. Postal Service shall be re-mailed to the new address within three (3) business days of receipt. The Administrator shall perform a Class Member Address Search, including a skip trace search, for a new address for any returned mail without a forwarding address and re-mail the Class Notice to the most current address obtained.

14. The procedures for Class Members to opt-out by submitting a Request for Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time for Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date of the first mailing of the Class Notice. This date shall be extended by fourteen (14) calendar days if the Class Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member. Class Members who submit a valid and timely Request for Exclusion shall not receive an Individual Class Payment and shall have no right to object to the class action components of the Settlement, but Aggrieved Employees who submit a Request for Exclusion shall remain bound by the release of the Released PAGA Claims.

15. The procedures for Participating Class Members to object to the Settlement, as set forth in the Class Notice and Settlement Agreement, are approved. The time for Participating Class Members to submit a written objection to the Settlement shall be forty-five (45) days after the date of the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice is returned as undeliverable and remailed to a correct or forwarding address of a Class Member. Participating Class Members may appear at the Final Approval Hearing, on their own or through a counsel retained at their expense, to present their objection, whether or not they submitted a prior written objection as provided in the Settlement Agreement. Non-Participating Class Members may not object to the class action components of the Settlement.

16. The procedures for Class Members to dispute the number of Workweeks and/or PAGA Workweeks worked, as set forth in the Class Notice and Settlement Agreement, are approved. The time limit within which Class Members must submit a Workweek and/or PAGA Workweek dispute shall be forty-five (45) days after the date of the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member.

17. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court preliminarily approves the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement Amount in the total amount of $435,000.00, on a non-reversionary basis that covers all payments under the Settlement, plus the employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Additional proposed disbursements are as follows:

Class Counsel Fees Payment	Up to $145,000.00 (1/3 of the Gross Settlement Amount)
Class Counsel Litigation Expenses Payment	Up to $25,000.00 as verified by Class Counsel and approved by the Court
Administration Expenses Payment	Not to exceed $9,950.00
Class Representative Service Payment	Up to $7,500.00 to Plaintiff
PAGA Penalties	$50,000.00 ($32,500.00 to LWDA; $17,500.00 to Aggrieved Employees)

18. A Final Approval Hearing (the "Hearing") shall be held on _____, at 9:00 a.m. before the Honorable Gilbert Ochoa in Department R17 of the San Bernardino County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement, including the PAGA portion of the Settlement, should be finally approved by the Court

as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative's Service Payment requested for the Class Representative and amount to be awarded; and (d) determine the Administration Expenses Payment to be awarded.

19. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing. The Motion for Final Approval shall be supported by a declaration of the Administrator attesting to its mailing and re-mailing of the Class Notice, its efforts to locate Class Members, the number of Requests for Exclusion and objections received, and attaching the Exclusion List. Any Party may file a response to any objection no later than five (5) court days before the Final Approval Hearing.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

21. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

22. Neither the Settlement, preliminarily approved or not, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any reason except as provided in the Settlement Agreement and all amendments thereto. The Court has made no findings on the merits, and the Defendant has denied the allegations in the Operative Complaint. If the Settlement does not receive Final Approval, or is terminated or voided pursuant to its terms, then (a) this Order, including the conditional certification of the Class, shall be vacated and of no further force or effect; (b) the Parties shall be restored to their respective positions in the Action as they existed prior to entering into the Settlement Agreement; and (c) Defendant shall retain the right to contest certification of any class for any reason and all available defenses to the claims in the

Action.

23. The Court hereby preliminarily approves the PAGA portion of the Settlement.

24. The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

25. The Court hereby orders the Parties and the Administrator to carry out their duties and obligations in accordance with the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2027

_____
Honorable Gilbert Ochoa
Judge of the Superior Court