

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JOSE CHAVEZ
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE CHAVEZ, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

SUNSTATE EQUIPMENT CO., LLC; and
DOES 1 - 50, inclusive,

Defendant.

Case No.: 25STCV05237

Judge: Hon. Tiana J. Murillo
Department: 78

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

Date: March 23, 2026
Time: 8:30 a.m.
Reservation No.: 997964570085

ORDER

This matter came on for hearing on March 23, 2026 in Department 78 of the above-captioned Court on the Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), upon the terms and conditions set forth in the Settlement Agreement (hereinafter “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of James Hawkins filed in support of the Motion.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the Notice of Settlement of Class and Representative Action attached as Exhibit A to the Settlement Agreement, the Amendment to the Settlement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, and good cause appearing, **HEREBY GRANTS THE MOTION IN ITS ENTIRETY AND MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

This Order incorporates by reference the definitions of the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, unless otherwise defined herein.

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-

1 collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING,
2 THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS
3 HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE
4 COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR
5 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE
6 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
7 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

8 The Court finds on a preliminary basis that the Settlement between Plaintiff and
9 Defendants appear to be within the range of reasonableness of a settlement which could ultimately
10 be given final approval by this Court. The Court preliminarily finds that the terms of the
11 Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of
12 Civil Procedure and California Rules of Court, rule 3.769.

13 The Court notes that Defendants have agreed to a non-reversionary GSA of \$942,500.00.
14 Defendants will pay out the entirety of the GSA to the Settlement Administrator for distribution
15 to the Participating Class Members and PAGA Members, less deductions for Class Counsel's
16 Fees and Expenses, the Class Representative Service Award Payment, reasonable expenses of
17 the third-party Settlement Administrator, and the LWDA for PAGA penalties, as set forth in the
18 Settlement Agreement.

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

22 The Court hereby appoints, for settlement purposes, Plaintiff JOSE CHAVEZ as the Class
23 Representative and finds Plaintiff is an adequate representative for the Class for settlement
24 purposes only. The Court further finds that James Hawkins APLC has preliminarily established
25 adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this
27 Order.

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

1 The Court approves ILYM, Inc. to serve as the Settlement Administrator.

2 The Court further hereby approves the Notice of Settlement of Class and Representative
3 Action (“Class Notice”) (attached as Exhibit A to the Settlement Agreement) to be mailed to the
4 Class.

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

19 ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY
20 APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF PROPOSED SETTLEMENT
21 OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL
22 (“Class Notice”) attached as Exhibit A to the Settlement Agreement. The Court finds the Class
23 Notice fully and accurately informs the Class of all material elements of the proposed Settlement,
24 of the Class Members’ right to be excluded from the Class, and of the Class Members’ right and
25 opportunity to object to the Settlement. The Court also finds that mailing the Class Notice to the
26 last known address of the Class Member, as specifically described within the Settlement
27 Agreement, constitutes an effective method of notifying Class Members of the Settlement, is the
28 best notice practicable under the circumstances, and constitutes due and sufficient notice of all

1 persons entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED that:

2 Within 30 calendar days after notice of entry of this Order, Defendants will provide the
3 Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the
4 Class Members' addresses against those on file with the U.S. Postal Service's National Change
5 of Address Database. The Class Data provided to the Settlement Administrator will remain
6 confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly
7 approved by Defendants and Defense Counsel. The Settlement Administrator shall use due care
8 with respect to the storage, custody, use, and/or dissemination of the confidential information.
9 Such information must be stored in a secure fashion and all persons who access the data must
10 agree to keep it confidential.

11 IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by
12 first class mail, pursuant to the terms set forth in the Settlement Agreement.

13 IT IS FURTHER ORDERED The Court preliminarily approves the procedure for
14 exclusion from the Settlement. A Class Member may only exclude themselves from the
15 Settlement by submitting a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request
16 must be in writing and must:

- 17 (i) contain the Class Member's full name and current address, telephone number, and
18 the last four digits of the Social Security number of the Class Member;
19 (ii) be signed by the Class Member;
20 (iii) include a statement clearly expressing the Class Member's desire to be excluded
21 from (or opt out of) the Settlement; and
22 (iv) be postmarked on or before the deadline.

23 Any Class Members who worked during the PAGA Period will still be considered PAGA
24 Members for purposes of the Settlement Agreement, regardless of whether they opt out of being
25 a Class Member in the Settlement.

26 IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete,
27 and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the
28 settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a

1 timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class
2 member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request
3 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
4 Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not
5 postmarked on or before the end of the Notice Period, the Class Member did not make the request
6 in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class
7 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
8 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
9 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
10 the deadline for Class Members to submit a request to opt out of the settlement without the Parties'
11 joint written consent.

12 IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure
13 for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may
14 object to the Settlement, and even then they may only object to the class action components of
15 the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to
16 the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel
17 for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed
18 with the Court concurrently with the final approval documents by having it attached to the
19 Settlement Administrator's Declaration. In addition, Class Members may appear at the final
20 approval hearing to state their objection even if they do not submit a written objection to the
21 Settlement.

22 IT IS FURTHER ORDERED Class Counsel and/or Defendants' counsel may, up to five
23 (5) calendar days before the Final Hearing Date, file responses to any written objections submitted
24 to the Court.

25 If a Class Member submits both an Opt-Out Request and an objection (regardless of which
26 came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed
27 a Participating Class Member. To the extent any Participating Class Member objects to the
28 Settlement and such objection is overruled in whole or in part, such individuals will be bound by

1 the Court's Final Approval Order.

2 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement
3 Administrator concerning the administration of the Settlement will be resolved by the Court under
4 the laws of the State of California. Prior to any such involvement of the Court, counsel for the
5 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

6 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on
7 _____ at 1:30 p.m., or such later date and time that are convenient to the Court, in
8 Department 78 of the above captioned Courthouse to consider the fairness, adequacy and
9 reasonableness of the proposed Settlement preliminarily approved by this Order Granting
10 Preliminary Approval, and to consider the application of Class Counsel for an award of attorneys'
11 fees, costs, Plaintiff's Class Representative Service Award Payment, and the expenses of the
12 Settlement Administrator. The Court may continue the Final Approval Hearing to another date
13 at its discretion.

14 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
15 Final Approval and application for attorneys' fees and costs, class representative service payment,
16 and settlement administration expenses, shall be filed with this Court and served on all counsel
17 no later than sixteen (16) court days before the date set for the Final Approval Hearing.

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

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

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

28 **IT IS SO ORDERED.**

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Dated: _____, 2025

HON. TIANA J. MURILLO
JUDGE OF THE SUPERIOR COURT