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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

LEON COYLE, an individual, on behalf of himself and on behalf of all persons similarly situated and allegedly aggrieved,

Plaintiff,

vs.

ESET, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **25CU002846C**
[*Related to 25CU004456C*]

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Hearing Date: December 11, 2026
Hearing Time: 9:10 a.m.

Judge: Hon. Judy S. Bae
Dept.: 62

Date Action Filed: January 16, 2025
Trial Date: Not set

This matter, having come before the Honorable Judy S. Bae of the Superior Court of the State of California, in and for the County San Diego, on December 11, 2026, for the motion by Plaintiff Leon Coyle ("Plaintiff") for preliminary approval of the class and Private Attorneys

General Act ("PAGA") settlement with Defendant ESET, LLC ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement.

**IT IS HEREBY ORDERED:**

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. The Gross Settlement Amount is Five Hundred Eighty-Six Thousand Five Hundred Fifty Dollars and Zero Cents ($586,550.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid 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 serious and non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $35,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all non-exempt employees who worked for Defendant in California during the Class Period." The Class Period is January 16, 2021, through August 13, 2026.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. If, for any reason, the Court does not grant Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class and all defenses, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Gomez Law

Firm as Class Counsel for the Class.

9. The Court hereby approves, as to form and content, the Court Approved Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

10. The Court hereby appoints Apex Class Action as the Administrator. No later than 15 days after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

11. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such

person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the class portion of the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they opt out of the class portion of the Settlement.

12. The Court finds that copy of the Agreement and Plaintiff's Motion for Preliminary Approval that Plaintiff submitted to the California Labor and Workforce Development Agency ("LWDA") in advance of the Preliminary Approval Hearing satisfies PAGA's notice requirements.

13. Any Class Member who has not opted out ("Participating Class Member") may appear at the final approval hearing and may object or express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Participating Class Members will have until the Response Deadline, which is sixty (60) calendar days from the date of the mailing of the Class Notices, to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional 14 days. Alternatively, or in addition to submitting a written objection, Participating Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A Final Approval Hearing shall be held before this Court on May 14, 2027, at 9:10 a.m. in Department 62 at the San Diego County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be

finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of the Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Defendant has denied that it has done anything wrong and disputes all the claims in this Action. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such

an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. The Action is otherwise stayed and all trial and related pre-trial dates, if any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

**IT IS SO ORDERED.**

Dated: _____

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HON. JUDY S. BAE
JUDGE, SUPERIOR COURT OF CALIFORNIA