ARCH LEGAL, P.C.
Hali M. Anderson (SBN 261816)
handerson@archlegal.com
Vilmarie Cordero (SBN 268860)
vcordero@archlegal.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiffs Eric Martin and Armando Correa

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARMANDO CORREA, an individual, on behalf of himself and on behalf of all persons similarly situated, and ERIC MARTIN, an individual on behalf of the Aggrieved Employees, and as a representative of the State of California,

Plaintiffs,

v.

THE IMAGINE GROUP, LLC, a Limited Liability Company; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 24STCV27564
Related to: 24NNCV06388

CLASS AND REPRESENTATIVE ACTION

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

Date: November 20, 2026
Time: 9:00 a.m.
Judge: Hon. Laura A. Seigle
Dept: 17

[Filed concurrently with the Amended Notice of Motion; the Amended Memorandum of Points and Authorities; and the Amended Declaration of Hali M. Anderson and Declaration of Armando Correa]

Complaint Filed: October 21, 2024
FAC Filed: June 11, 2026
SAC Filed: November 3, 2026
Trial Date: None set

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SAN DIEGO, CALIFORNIA 92103

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

The Unopposed Amended Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this Court, on November 20, 2026, in Department 17 before the Honorable Laura A. Seigle, presiding. The Court having considered the papers submitted in support of the application of the parties, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") filed herewith. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Court preliminarily finds that the Settlement, which provides for a Max Settlement Amount of $500,000, is fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. 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 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, costs of administration and the Class Representative's Service Payment should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 17 on the date and time set forth in the implementation schedule below.

4. This Court preliminarily approves, as to form and content, the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). The

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Court approves the procedure for Class Members to opt out of, or to object to, the Settlement as set forth in the Class Action and PAGA Settlement Agreement, and the Class Notice.

5. The Court directs the mailing of the Class Notice by first class mail to Class Members in accordance with the implementation schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the implementation schedule below, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of the following: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) the Class Representative's Service Payment and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated Individual Class and PAGA payment; (4) how to participate in the Settlement; (5) how to object to the Settlement or to opt-out if a Class Member wishes to do so, and advises Class Members of their right to appear through counsel if they desire; and (6) how to obtain additional information regarding the Action and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Notice Packet and to make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents. The Court orders the mailing of the Class Notice in accordance with the procedures set forth in the Settlement Agreement.

7. For Settlement purposes only, the Court conditionally certifies the following Class: "All current and former non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the Class Period of October 21, 2020, through March 31, 2026. The Settlement Class, however, shall not include any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

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8. The Court also preliminarily approves, for Settlement purposes only, a PAGA Member group of current or former non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the PAGA Period of October 5, 2023, through March 31, 2026.

9. 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 Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Named Plaintiff are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court preliminarily approves Plaintiff Armando Correa as the Class Representative.

11. The Court preliminarily approves the appointment of Plaintiffs' counsel, Hali M. Anderson and Vilmarie Cordero of ARCH Legal, P.C. as Class Counsel. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

12. The Court confirms the appointment of Apex Class Action, LLC as the Settlement Administrator.

13. The Court orders the following implementation schedule for further proceedings:

EVENT	DATE
Deadline for Defendant to Submit Class Data to Settlement Administrator	Within 14 calendar days after Court grants Preliminary Approval
Deadline for Settlement Administrator to Mail Class Notice to Class Members	Within 7 calendar days from receiving the Class Data from Defendant

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EVENT	DATE
Deadline for Class Members to Postmark Requests for Exclusion	30 calendar days after mailing of Class Notice, plus an additional 14 calendar days for Class Notices that have been re-mailed
Deadline for Class Members to Postmark any Objections to Settlement	30 calendar days after mailing of Class Notice, plus an additional 14 calendar days for Class Notices that have been re-mailed
Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payments	16 Court days before Final Approval Hearing
Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	15 calendar days before Class Counsel's deadline to File Motion for Final Approval of Settlement
Deadline for Defendant to provide written of its choice to withdraw from Settlement to Class Counsel (if applicable)	7 calendar days after Settlement Administrator provides Exclusion List to Defendant, if the number of opt-outs exceeds 5% of Class Members
Final Fairness Hearing and Final Approval	March 19, 2027, or as soon thereafter as practicable by the Court
Deadline for Defendant to fund Settlement	7 business days after Effective Date
Deadline for Settlement Administrator to mail the Individual Class Payments, Individual PAGA Payments, Service Payments, LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	7 calendar days after Defendant funds the Maximum Settlement Amount

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EVENT	DATE
Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments	180 calendar days after Settlement Administrator mails Individual Class Payments and Individual PAGA Payments

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

15. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Action.

IT IS SO ORDERED.

Dated: _____

HONORABLE LAURA A. SIEGLE
JUDGE OF THE SUPERIOR COURT

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