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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

MATTHEW KAUFMAN, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

JOHNSON CONTROLS FIRE
PROTECTION LP, a Limited Partnership;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 2024CUOE028051

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

Hearing Date: September 16, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept: 44

Date Filed: August 15, 2025
Trial Date: Not set

ORDER GRANTING PRELIMINARY APPROVAL

1 This matter came before the Honorable Charmaine H. Buehner of the Superior Court of the
2 State of California, in and for the County Ventura, on September 16, 2026, for hearing on the
3 unopposed motion by Plaintiff Matthew Kaufman (“Plaintiff”) for preliminary approval of the
4 Class Action and PAGA Settlement Agreement with Defendant Johnson Controls Fire Protection
5 LP (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Unopposed Motion
7 for Preliminary Approval of Class Action and PAGA Settlement in its entirety and ORDERS:

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement with the Amendment to Class Action sand PAGA Settlement Agreement (collectively
10 the “Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
11 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
13 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
14 and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount that Defendant shall pay is One Million Twenty
18 Thousand Dollars (\$1,020,000). It appears to the Court on a preliminary basis that the settlement
19 amount and terms are fair, adequate and reasonable as to all potential Class Members when
20 balanced against the probable outcome of further litigation and the significant risks relating to
21 certification, liability and damages issues. It further appears that investigation and research have
22 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
24 by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the Action. It further appears that the Settlement has been reached as the result of
26 serious and non-collusive, arm’s-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues.

7 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and a
9 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
10 \$10,000, which are payable out of the Gross Settlement Amount. The Court will not approve the
11 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
12 Hearing. Plaintiff will be required to present evidence supporting these requests, including
13 lodestar, prior to final approval.

14 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
15 representative treatment and certification of a class for settlement purposes only. This stipulation
16 will not be deemed admissible in this or any other proceeding should this Settlement not become
17 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
18 "all current or former non-exempt employees employed by Defendant in California at any time
19 during the Class Period." The "Class Period" is August 11, 2024 through June 27, 2026.

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

3 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for
5 Employee and Consumer Rights, APC as Class Counsel for the Class.

6 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
7 Amount of \$100,000, which shall be allocated \$65,000 to the Labor & Workforce Development
8 Agency (“LWDA”) as the LWDA’s 65% share of the settlement of civil penalties paid under this
9 Agreement pursuant to the PAGA and \$35,000 to the Aggrieved Employees as the Individual
10 PAGA Payments. “Aggrieved Employees” are all current or former non-exempt employees
11 employed by Defendant in California at any time during the PAGA Period (August 11, 2024
12 through June 27, 2026). The Administrator will calculate each Individual PAGA Payment by (a)
13 dividing the amount of the Aggrieved Employees’ share of PAGA Penalties (meaning \$35,000) by
14 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
15 Period, and (b) multiplying the result by each Aggrieved Employee’s respective PAGA Pay
16 Periods. Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement
17 and these settlement terms. The Court preliminarily finds the PAGA Penalties to be reasonable
18 and that Plaintiff satisfied his notice requirement to the LWDA of the Settlement

19 10. The Court hereby approves, as to form and content, the Class Notice attached to the
20 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
21 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
22 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
23 and opportunity to object to the Settlement. The Court further finds that the distribution of the
24 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
25 the requirements of due process, is the best notice practicable under the circumstances, and shall
26 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
27 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
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1 Notice is returned because of an incorrect address, the Administrator will promptly search for a
2 more current address for the Class Member and re-mail the Class Notice to any new address for
3 the Class Member no later than three (3) business days after the receipt of the undelivered Class
4 Notice.

5 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
6 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
7 The Administrator will perform address updates and verifications as necessary prior to the first
8 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
9 days after receiving the Class Data, the Administrator will mail the Class Notice to all Class
10 Members via first-class regular U.S. Mail to their last known address.

11 12. The Court hereby preliminarily approves the proposed procedure for exclusion
12 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
13 from the Class as provided in the Class Notice by following the instructions for requesting
14 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
15 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
16 Class Notice (“Response Deadline”). If a Class Notice is re-mailed, the Response Deadline for
17 requests for exclusion will be extended an additional fourteen (14) calendar days. A Request for
18 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
19 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
20 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
21 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
22 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
23 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
24 group, class, or subclass of individuals is not permitted and will be deemed invalid.

25 13. Any Class Member who has not opted out may appear at the final approval hearing
26 and may object or express the Member’s views regarding the Settlement and may present evidence
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and
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1 determined by the Court as provided in the Class Notice. Class Members will have until the
2 Response Deadline to submit their written objections to the Administrator. Written objections
3 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
4 Notice is re-mailed, the Response Deadline for written objections will be extended an additional
5 fourteen (14) calendar days. Alternatively, Class Members may appear at the Final Approval
6 Hearing to make an oral objection.

7 14. A final approval hearing shall be held before this Court on February 10, 2027 at
8 1:30 p.m. in Department 44 of the Ventura County Superior Court to hear the motion for final
9 approval and for attorneys' fees and costs, and to determine all necessary matters concerning the
10 Settlement, including: whether the proposed settlement of the Action on the terms and conditions
11 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by
12 the Court; whether the Final Approval Order and Judgment should be entered herein; whether the
13 plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
14 to the Class Members; and to finally approve attorneys' fees and costs, service award, and the fees
15 and expenses of the Administrator. All papers in support of the motion for final approval and for
16 attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no
17 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
18 approval hearing.

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

4 16. In the event the Settlement does not become effective in accordance with the terms
5 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
6 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
7 and the Parties shall revert to their respective positions as of before entering into the Agreement,
8 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
9 including all available defenses and affirmative defenses, and arguments that any claim in the
10 Action could not be certified as a class action and/or managed as a representative action . In such
11 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
12 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
13 the Agreement with respect to the effect of the Agreement if it is not approved.

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

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

20 **IT IS SO ORDERED.**

21
22 Dated: _____

23 _____
24 HON. CHARMAINE H. BUEHNER
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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ORDER GRANTING PRELIMINARY APPROVAL