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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF RIVERSIDE**

11 JUAN CARLOS AVILES AMAYA, individually,  
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 PUROSIL, LLC, a limited liability corporation;  
16 and DOES 1 through 10, inclusive,

17 Defendants

Case No.: CVRI2202854

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Harold W.  
Hopp, Dept. 10]*

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

PRELIMINARY APPROVAL HEARING

Date: July 11, 2023

Time: 8:30 a.m.

Dept.: 1

Action Filed: July 12, 2022

Trial Date: Not set

1           The Court has before it Plaintiff Juan Carlos Aviles Amaya’s (“Plaintiff”) Motion for  
2 Preliminary Approval of Class and PAGA Action Settlement. Having reviewed the Motion and  
3 Memorandum of Points and Authorities, the supporting Declaration of Kane Moon and exhibit  
4 attachments, including the Joint Stipulation of Class Action Settlement and Released of Claims  
5 (referred to herein as the “Settlement Agreement”), the supporting Declarations of Plaintiff  
6 Amaya, Phoenix Settlement Administrators, and Douglas R. Leach, and the Compliance Chart,  
7 and good cause appearing, the Court hereby finds and ORDERS as follows:

8           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
9 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary  
10 approval. The Court grants preliminary approval of the Settlement and the Settlement Class  
11 based upon the terms set forth in the Settlement Agreement attached to the Declaration of Kane  
12 Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action  
13 Settlement (the “Moon Declaration”) as Exhibit 1. The Court preliminarily finds that the terms  
14 of the Settlement Agreement appear to be within the range of possible approval, pursuant to  
15 California Code of Civil Procedure section 382 and applicable law.

16           2.       The Settlement falls within the range of reasonableness of a settlement which  
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
18 subject only to any objections that may be raised at the Final Approval Hearing and final  
19 approval by this Court. The Court notes that Defendant Purosil, LLC (“Defendant”) (together  
20 with Plaintiff, the “Parties”) agreed to create a common gross fund of at least \$435,000.00 (the  
21 “Maximum Settlement Amount”), unless increased pursuant to the Escalator Clause, and in  
22 addition to Defendant’s Employer’s Payroll Taxes attributable to the Settlement payments  
23 allocated to wages, to cover (a) individual Settlement Share payments to Participating Class  
24 Members; (b) \$40,000.00 allocated to settlement of claims for penalties under the Private  
25 Attorneys General Act, Labor Code Section 2698, *et seq.* (“PAGA”), distributed as 25%  
26 (\$10,000.00) to PAGA Group Members (the “PAGA Payment”) and 75% (\$30,000.00) to the  
27 California Labor and Workforce Development Agency (the “LWDA”) (the “LWDA Payment”);  
28 (c) the Class Representative Payment of up to \$7,500.00 to Plaintiff for his contributions and

1 participation in the litigation; (d) Class Counsel’s attorneys’ fees not to exceed one-third of the  
2 Maximum Settlement Amount or \$145,000.00; (e) up to \$20,000.00 to reimburse Class  
3 Counsel’s costs for actual litigation expenses incurred; and (f) the Settlement Administration  
4 Payment of up to \$10,000.00 to the Settlement Administrator for its fees and expenses in  
5 administering this Settlement.

6 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
7 reasonable to the Class Members when balanced against the probable outcome of further  
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
9 significant informal discovery, investigation, research, and litigation have been conducted such  
10 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
11 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
12 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as  
13 the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly,  
14 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

15 4. A final fairness hearing on the question of whether the proposed Settlement  
16 Agreement, Class Counsel’s attorneys’ fees and costs, the PAGA Payments, and the Class  
17 Representative Payment should be finally approved as fair, reasonable, and adequate as to the  
18 members of the Class is hereby set in accordance with the Implementation Schedule set forth  
19 below.

20 5. The Court provisionally certifies, for settlement purposes only, the following  
21 class (the “Settlement Class”): All current and former non-exempt employees who worked for  
22 Defendant in California during the Class Period. The Class Period is the period commencing on  
23 July 12, 2018, and ending on June 5, 2023. Excluded from the Settlement Class are all persons  
24 who submit a complete, valid, and timely request to be excluded from the Settlement pursuant  
25 to the instructions provided in the Class Notice.

26 6. Release of Claims:

27 a. Plaintiff’s Released Claims. Plaintiff, individually and on behalf of Plaintiff’s heirs,  
28 executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily

1 releases and forever discharges Defendant, including any and all parent corporations, affiliates,  
2 subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and assigns, including  
3 but not limited to each of their current and former employees, attorneys, officers, directors and agents  
4 thereof, both individually and in their business capacities, and their employee benefit plans and programs  
5 and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively,  
6 “Plaintiff’s Released Parties”), to the fullest extent permitted by law, of and from any and all claims,  
7 known and unknown, asserted and unasserted, which Plaintiff has or may have against the Plaintiff’s  
8 Released Parties as of the date of execution of this Settlement Agreement. Plaintiff is not waiving any  
9 rights Plaintiff may have to: (i) Plaintiff’s own vested accrued employee benefits under the Defendant’s  
10 health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement  
11 Agreement, (ii) benefits or rights to seek benefits under applicable workers’ compensation (except as to  
12 claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment  
13 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this  
14 Settlement Agreement; and (iv) enforce this Settlement Agreement. To affect a full and complete general  
15 release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of § 1542  
16 of the Civil Code of the State of California, without exception, except as may be prohibited by law, and  
17 does so understanding and acknowledging the significance and consequence of specifically waiving §  
18 1542. Civil Code section 1542, which Plaintiff agrees to expressly waive, states:

19           A general release does not extend to claims that the creditor or  
20           releasing party does not know or suspect to exist in his or her favor at  
21           the time of executing the release and would have materially affected  
22           his or her settlement with the debtor or released party.

23           Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release  
24           and discharge of all parties, Plaintiff expressly acknowledges this Settlement Agreement is intended  
25           to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in  
26           Plaintiff’s favor at the time of signing this Settlement Agreement, and that this Settlement  
27           Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read  
28           this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff

1 has consulted with or had the opportunity to consult with counsel of Plaintiff’s choosing about this  
2 Settlement Agreement and specifically about the wavier of § 1542, and that Plaintiff understands  
3 this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and knowingly enters into  
4 this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts  
5 different from or in addition to those Plaintiff now knows or believes to be true regarding the matters  
6 released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and  
7 agreements contained in this Settlement Agreement shall remain effective in all respects  
8 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes  
9 any and all risk of any mistake in connection with the true facts involved in the matters, disputes or  
10 controversies released or described in this Settlement Agreement or with regard to any facts now  
11 unknown to Plaintiff relating thereto. (Settlement Agreement, ¶¶ 67–68.)

12 b. Participating Class Members Released Claims. As of the date of the Judgment, each  
13 Participating Class Member, and without the need to manually sign a release document, shall release  
14 the Released Parties from all causes of action and claims stated in the Operative Complaint and those  
15 based solely upon the facts alleged therein, including all of the following claims for relief from July  
16 12, 2018, through June 5, 2023: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime  
17 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks;  
18 (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at  
19 Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of  
20 Business & Professional Code section 17200. (“Class Released Claims”). The Class Released  
21 Claims for the Participating Class Members excludes all claims for vested benefits, wrongful  
22 termination, unemployment insurance, disability, social security, workers’ compensation, claims  
23 while not an Eligible Employee, claims outside of the Class Period, and claims covered in the PAGA  
24 Group Released Claims. The Class Released Claims only covers the time period of July 12, 2018,  
25 and ending on June 5, 2023. (Settlement Agreement, ¶ 69.)

26 c. The PAGA Released Claims. As of the date of the Judgment, Plaintiff, and the  
27 LWDA shall release, from July 3, 2021, through June 5, 2023, the Released Parties from all claims  
28 for civil penalties under the California Labor Code Private Attorney’s General Act of 2004 that were

1 alleged in Plaintiff's LWDA Exhaustion Letter and only to the extent those claims are also alleged  
2 in the Action, including claims for relief for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay  
3 Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit  
4 Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay  
5 Wages at Termination; and (7) Failure to Provide Accurate and Itemized Wage Statements. The  
6 PAGA Released Claims only cover the time period of July 3, 2021, and ending on June 5, 2023.  
7 (Settlement Agreement, ¶ 70.)

8 d. Released Parties. Released Parties include Defendant Purosil, LLC, together with its  
9 past and present, officers, directors, and employees. (Settlement Agreement, ¶ 71.)

10 e. The Participating Class Members Released Claims and PAGA Released Claims  
11 described above expressly exclude all claims made for vested benefits, wrongful termination,  
12 unemployment insurance, disability, social security, workers' compensation, claims while classified as  
13 exempt, and claims outside of the Class Period and/or PAGA Period. (Settlement Agreement, ¶ 73.)

14 7. Additional Key Terms under the Settlement Agreement:

15 a. The "Class Period" shall be defined as the period commencing on July 12, 2018, and  
16 ending on June 5, 2023. (Settlement Agreement, ¶ 9.)

17 b. The "PAGA Period" shall mean the period commencing on July 3, 2021, and ending on  
18 June 5, 2023. (Settlement Agreement, ¶ 26.)

19 c. The "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the  
20 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment  
21 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by the  
22 Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment  
23 approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior  
24 Court; and (vii) any other fees or expenses incurred in implementing the terms and conditions of this  
25 Agreement as approved by the Superior Court. The Net Settlement Amount shall be distributed on a *pro*  
26 *rata* basis to Class Members, subject to the distribution formula agreed upon by the Parties. (Settlement  
27 Agreement, ¶ 21.)

28 d. A "Participating Class Member" shall mean a Class Member who has not submitted a

1 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions  
2 provided in the Class Notice. (Settlement Agreement, ¶ 27.)

3 e. The “PAGA Group” shall mean all persons who, during the PAGA Period, have  
4 previously been or currently are employed in California by Defendant Purosil, LLC, as an hourly-paid,  
5 non-exempt employee. (Settlement Agreement, ¶ 23.)

6 f. A “PAGA Group Member” shall mean an individual who is a member of the PAGA  
7 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the  
8 person’s legal representative or successor in interest evidenced by reasonable verification). (Settlement  
9 Agreement, ¶ 23.)

10 g. “Individual Pay Periods” shall mean the number of Pay Periods for an individual  
11 PAGA Group Member. (Settlement Agreement, ¶ 16.)

12 h. “Pay Period” shall mean any pay period in which a Class Member actually received  
13 payment from Defendant as an hourly-paid, non-exempt employee. (Settlement Agreement, ¶ 28.)

14 i. “Individual Workweeks” shall mean any week where a Class Member actively worked  
15 at least 1 day for Defendant during the Class Period and recorded time worked in Defendant’s  
16 timekeeping system and as reflected in the Class Member’s dates of employment in Defendant’s payroll  
17 and timekeeping system. A workweek without time worked (a time entry) will not be included in the  
18 Workweek count. (Settlement Agreement, ¶ 17.)

19 j. “Employer’s Payroll Taxes” shall mean Defendant’s share of all payroll taxes payable to  
20 any and all government agencies incurred for any payments of Settlement Shares to Participating Class  
21 Members pursuant to this Settlement as calculated by the Settlement Administrator. The Employer’s  
22 Payroll Tax shall not be deducted from the Maximum Settlement Amount and shall not be included in  
23 any payments of Settlement Shares. Defendant shall pay an amount separate and apart from the  
24 Maximum Settlement Amount to satisfy its share of all payroll taxes into a Settlement Account  
25 established by the Settlement Administrator. (Settlement Agreement, ¶¶ 14, 54, 62.)

26 k. Tax Allocations:

27 1) Each Settlement Share is intended to settle the Class Members’ claims for unpaid  
28 wages and penalties. Accordingly, twenty percent (20%) of each Settlement Share shall

1 represent unpaid wages, forty percent (40%) shall represent interest, and forty percent  
2 (40%) shall represent penalties. The portion of the Settlement Share representing unpaid  
3 wages shall be paid to each Participating Class Member subject to any applicable  
4 employee-side tax withholdings and deductions, and the Settlement Administrator shall  
5 issue an IRS Form W-2 to each Participating Class Member for that amount. The portion  
6 of the Settlement Share representing penalties shall be paid to the Participating Class  
7 Member in full without deductions or withholdings, and the Settlement Administrator  
8 shall issue and IRS Form 1099 to each Participating Class Member for that amount.  
9 (Settlement Agreement, ¶ 62.)

10 2) Each PAGA Payment Share is intended to settle the PAGA Group Members’  
11 claims for civil penalties. Accordingly, one hundred percent (100%) of each PAGA  
12 Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid  
13 to the PAGA Group Member in full without deductions or withholdings, and the  
14 Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member  
15 for that amount, to the extent the PAGA Group Member’s PAGA Payment Share is  
16 \$600.00 or more. (Settlement Agreement, ¶ 63.)

17 1. Uncashed Settlement Share and PAGA Payment Share Checks. Any checks paid to  
18 Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred and  
19 eighty (180) calendar days from the date of their issuance. A Participating Class Member must cash  
20 his or her Settlement Share Check within one hundred and eighty (180) calendar days after it is  
21 mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment Share Check  
22 within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains  
23 uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is  
24 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,  
25 the Settlement Administrator shall take all reasonable efforts to identify the Participating Class  
26 Member’s and/or PAGA Group Member’s correct address, including the performance of a “skip-  
27 trace.” If an updated address can be identified, the Settlement Administrator shall issue another  
28 check to the Participating Class Member and/or PAGA Group Member and mail it to the



1 Participating Class Member and/or PAGA Group Member at his or her updated address. If an  
2 updated address for the Participating Class Member and/or PAGA Group Member cannot be  
3 identified, if a reissued check is once again returned to the Settlement Administrator as  
4 undeliverable, or if the reissued check remains uncashed after one hundred eighty (180) calendar  
5 days, the Settlement Administrator will keep an accounting of such funds and shall give notice to  
6 the Parties of the total balance of uncashed Settlement Shares and/or PAGA Payment Shares. A  
7 Participating Class Member who fails to negotiate or receive their Settlement Share check despite  
8 the procedures described above shall nevertheless remain bound by the Settlement and the releases  
9 contained herein. A PAGA Group Member who fails to negotiate or receive their PAGA Payment  
10 Share check despite the procedures described above shall nevertheless remain bound by the  
11 Settlement, shall forfeit those funds, and those funds shall be sent to the California LWDA by the  
12 Administrator if the collective amount of those checks do not justify the expense of a second pro  
13 rata distribution to aggrieved employees who did cash their checks. Justification of the expense of a  
14 second distribution shall be based on the Settlement Administrator's cost for services and the amount  
15 awarded by the Superior Court for the Settlement Administrator Payment. (Settlement Agreement, ¶  
16 56; Amendment to Joint Stipulation of Class Action Settlement, ¶ 2.3.)

17 m. Distribution of Uncashed Checks. The funds represented by Settlement Share checks  
18 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall  
19 be voided and then shall be transmitted to the Controller of the State of California to be held pursuant  
20 to the Unclaimed Property Law, California Civil Code Section 1500, et seq., in the names of those  
21 Participating Class Members who did not cash their checks until such time they claim their property.  
22 The funds represented by PAGA Payment Share checks remaining uncashed for more than one  
23 hundred and eighty (180) calendar days after issuance shall be voided and then shall be distributed  
24 to aggrieved employees who did cash their checks on a pro rata basis consistent with the distribution  
25 formula agreed upon in Paragraph 61; if, however, the collective amount of those uncashed checks  
26 do not justify the expense of a second distribution to aggrieved employees who did cash their checks,  
27 then the amounts shall be transmitted to the California LWDA. Uncashed Settlement Share checks  
28 will not be transmitted to the California LWDA. The Parties agree that this disposition results in no

1 “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount  
2 will be paid out to Participating Class Members, whether or not they all cash their settlement checks.  
3 (Settlement Agreement, ¶ 57; Amendment to Joint Stipulation of Class Action Settlement, ¶ 2.4.)

4 8. The Court finds, for settlement purposes only, that the Settlement Class meets the  
5 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
6 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law  
7 and fact that are common, or of general interest, to all Settlement Class Members, which  
8 predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the  
9 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect  
10 the interests of the Settlement Class Members; and (5) a class action is superior to other  
11 available methods for the fair and efficient adjudication of the controversy.

12 9. The Court appoints, for settlement purposes only, Plaintiff Juan Carlos Aviles  
13 Amaya as the Class Representative. The Court approves, on a preliminary basis, payment of a  
14 Class Representative Payment of up to \$7,500.00 to Plaintiff for his contributions and  
15 participation in the litigation, and for the risks assumed therefore, and for his general release of  
16 claims and waiver of Section 1542 rights. To the extent the final amount awarded at the Final  
17 Approval Hearing is less than \$7,500.00, the Settlement Administrator will retain the remainder  
18 in the Net Settlement Amount.

19 10. The Court appoints, for settlement purposes only, Moon Law Group, PC as Class  
20 Counsel. The Court approves, on a preliminary basis, Class Counsel’s ability to request  
21 attorneys’ fees of up to one-third of the Maximum Settlement Amount or \$145,000.00, and  
22 reimbursement for actual costs not to exceed \$20,000.00. To the extent the final amounts  
23 awarded at the Final Approval Hearing are less than the foregoing, the Settlement Administrator  
24 will retain the remainder in the Net Settlement Amount.

25 11. The Court appoints Phoenix Settlement Administrators as the Settlement  
26 Administrator with payment for reasonable administration costs not to exceed \$10,000.00,  
27 except upon a showing of good cause and as approved by the Court. To the extent actual  
28 administration expenses are less than \$10,000.00, the Settlement Administrator will retain the

1 remainder in the Net Settlement Amount. The Settlement Administrator shall perform services  
2 and duties as provided for in the Settlement Agreement, including, but not limited to, mailing,  
3 via first-class U.S. Mail, of the Class Notice, Request for Exclusion Form, and Objection Form.  
4 Settlement Class Members and/or PAGA Group Members shall not be required to submit a  
5 claim form in order to receive Settlement Shares and/or PAGA Payment Shares.

6 12. The Court approves, as to form and content, the Class Notice, attached hereto as  
7 **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of the Class  
8 Notice to Settlement Class Members satisfies due process, provides the best notice practicable  
9 under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

10 13. The Court approves, as to form and content, the Request for Exclusion Form,  
11 attached hereto as **Exhibit B**. Class Members who wish to exclude themselves from the  
12 Settlement shall submit a written request using the attached Request for Exclusion Form, which  
13 shall be timely submitted to the Settlement Administrator and shall not be submitted to the  
14 Court. The Settlement Administrator shall send copies of any exclusion forms received to the  
15 Parties' respective counsel. In the Settlement Administrator's declaration to be filed concurrently  
16 with the filing of any motion for final approval, the Settlement Administrator shall authenticate a  
17 copy of every exclusion form received.

18 14. Any Class Member who does not request exclusion from the Settlement may  
19 object to the Settlement Agreement. The Court approves, as to form and content, the Objection  
20 Form, attached hereto as **Exhibit C**. Participating Class Members who wish to object to the  
21 Settlement may submit a written objection using the attached Objection Form, which shall be  
22 timely submitted to the Settlement Administrator and shall not be submitted to the Court. The  
23 Settlement Administrator shall send copies of any objection forms received to the Parties'  
24 respective counsel. In the Settlement Administrator's declaration to be filed concurrently with the  
25 filing of any motion for final approval, the Settlement Administrator shall authenticate a copy of  
26 every objection form received. Participating Class Members may also object to the Settlement by  
27 appearing at the Final Approval Hearing and stating an oral objection.

28 15. The Parties and Settlement Administrator are ordered to carry out the Settlement

1 according to the terms of the Settlement Agreement.

2 16. The Court orders the following Implementation Schedule:

3 Defendant to provide Class Members' Data to the Settlement Administrator	Within 21 calendar days after the Motion for Preliminary Approval is granted
4 Settlement Administrator to mail the Class Notice and Forms	Within 7 calendar days after receipt of the Class Members' Data
5 Response and Opt-Out Deadline	Within 45 calendar days after mailing
6 Deadline to file Motion for Final Approval	At least 16 court days before Final Approval Hearing: October 6, 2023
7 Final Approval Hearing	October 30, 2023 at 8:30 a.m. in Dept. 1

8 17. The Court reserves the right to continue the date of the Final Approval Hearing without  
9 further notice to Class Members. However, Class Counsel and/or the Settlement Administrator shall give  
10 notice to any objecting party of any continuance of the Final Approval Hearing.

11 18. The Court further orders that, pending further order of this Court, all proceedings in this  
12 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

13 19. The Settlement Agreement is preliminarily approved but is not an admission by  
14 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or  
15 of any violation of law. Neither the Settlement Agreement nor any related document shall be  
16 offered or received in evidence in any civil, criminal, or administrative action or proceeding other  
17 than as may be necessary to consummate or enforce the Settlement Agreement. The obligations set  
18 forth in the Settlement Agreement are deemed part of this Order.

19 20. The Class is not enjoined from filing any actions or administrative proceedings  
20 pending the final hearing on settlement or for any other period.

21 **IT IS SO ORDERED.**

22 DATE:

23 \_\_\_\_\_  
24 Hon. Harold W. Hopp  
25 Judge of the Riverside County Superior Court