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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE - CIVIL COMPLEX CENTER

AIDEE FABIAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FRUTH CUSTOM PLASTICS, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case Number: 30-2024-01408686-CU-OE-CXC

[Assigned for All Purposes to: Honorable Layne
H. Melzer Department CX-102]

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

1 **[PROPOSED AMENDED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Layne H. Melzer presiding, on July 23, 2026, at 2:00 p.m. The Court has
4 considered the Class Action and PAGA Settlement Agreement and Release (“Settlement
5 Agreement”), attached hereto as Exhibit A, to the Declaration of Scott Ernest Wheeler In
6 Support of Motion for Preliminary Approval of Class Action Settlement Filed On Behalf of
7 Plaintiff, Aidee Fabian (ROA 64), the Amendment To The Class Action and PAGA Settlement
8 Agreement and Release (“Amendment”), attached hereto as Exhibit B to the Supplemental
9 Declaration of Scott Ernest Wheeler In Support of Motion for Preliminary Approval of Class
10 Action Settlement Filed On Behalf of Plaintiff, Aidee Fabian (ROA 78), and Second
11 Amendment To The Class Action and PAGA Settlement Agreement and Release (“Second
12 Amendment”), attached hereto as Exhibit C to the Further Supplemental Declaration of Scott
13 Ernest Wheeler In Support of Motion for Preliminary Approval of Class Action Settlement Filed
14 On Behalf of Plaintiff, Aidee Fabian (ROA 89), and ORDERS THE FOLLOWING:

15 1. The definitions set out in the Settlement Agreement, Amendment and Second
16 Amendment are incorporated by reference into this Order; all terms defined therein shall have the
17 same meaning in this Order.

18 2. The Court finds on a preliminary basis that the settlement memorialized in the
19 Settlement Agreement, Amendment and Second Amendment appear to be fair, adequate, and
20 reasonable as to all potential Class Members and Aggrieved Employees when balanced against
21 the probable outcome of further litigation relating to liability and damages issues, and falls within
22 the range of reasonableness of settlement that could ultimately be given final approval by the
23 Court, and therefore meets the requirements for preliminary approval. The Court hereby
24 preliminarily approves the terms and conditions provided for in the Settlement Agreement,
25 Amendment and Second Amendment.

26 3. The Court conditionally and provisionally certifies for settlement purposes only
27 the following class (the “Class” or “Settlement Class”):
28

1 All non-exempt employees who were employed by Defendant, in the state of
2 California, at any time from June 21, 2020, through September 30, 2025 (the “Class
3 Period”).

4 The Class Period is June 21, 2020, through September 30, 2025. (See, Exh. A, ¶7).

5 4. The court conditionally and provisionally approves for settlement purposes only
6 the following definition of “Aggrieved Employees”:

7 All non-exempt employees who was employed or has been employed by Defendant at
8 any time in the State of California during the period of April 15, 2023, through
9 September 30, 2025 (the “PAGA Period”).

10 The PAGA Period means the time from April 15, 2023, through September 30, 2025. (See, Exh.
11 A, ¶26).

12 5. The Court conditionally and provisionally finds, for settlement purposes only, that
13 the proposed Class meets the requirements for certification under California Code of Civil
14 Procedure § 382 in that: (1) the proposed Class is so numerous that joinder is impractical; (2)
15 there are questions of law and fact that are common, or of general interest, to the proposed Class,
16 which predominate over any individual issues; (3) Plaintiff’s claims are typical of the claims of
17 the proposed Class; (4) Plaintiff and Plaintiff’s counsel will fairly and adequately protect the
18 interests of the proposed Class; and (5) a class action settlement as reflected by the Settlement
19 Agreement is superior to other available methods for the fair and efficient resolution of the
20 controversy.

21 6. The Court preliminarily appoints, for settlement purposes only, Plaintiff Aidee
22 Fabian as Representative for the Class.

23 7. The Court preliminarily appoints, for settlement purposes only, Scott Ernest
24 Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC as Class Counsel.

25 8. The Parties are ordered to carry out the Settlement according to the terms of the
26 Settlement Agreement, Amendment and Second Amendment.

27 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator (the
28 “Settlement Administrator”), and the Settlement Administrator is ordered to carry out the
administration of the settlement according to the terms of the Settlement Agreement, Amendment
and Second Amendment. The Administrator is ordered to carry out the settlement according to
the terms of the Settlement Agreement, Amendment and Second Amendment and in conformity

1 with this Order, including disseminating Class and PAGA Notice (Exh. D) following the notice
2 plan described in the Settlement Agreement, Amendment and Second Amendment. Class and
3 PAGA Notice will be mailed to the Class Members in English and Spanish.

4 10. The Class and PAGA Notice (Exh. D) shall be accompanied by the Exclusion
5 Form (Exh. E) and shall instruct Class Members to submit Exh. E to the Settlement
6 Administrator, and not this Court. The Settlement Administrator shall direct copies of any
7 Exclusion Forms to counsel for the Parties. If any Exclusion Forms are received from Class
8 Members, the Settlement Administrator is ordered to file a declaration concurrently with the
9 filing of Plaintiff's Motion for Final Approval, authenticating a copy of every exclusion form
received.

10 11. The Class and PAGA Notice (Exh. D) shall be accompanied by the Objection
11 Form (Exh. F) and shall instruct Class Members to submit Exh. F. to the Settlement
12 Administrator, ILYM Group, Inc., and not this Court. The Settlement Administrator shall direct
13 copies of any Objection Forms to counsel for the Parties. If any Objection Forms are received
14 from Class Members, the Settlement Administrator is ordered to file a declaration concurrently
15 with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every Objection
16 Form received.

17 12. If any Class Member objects to the Settlement Agreement, Amendment or Second
18 Amendment, the objecting party is not required, either personally or through counsel: 1) to appear
19 at the hearing on the motion for final approval for that party's objection to be considered; or 2) to
20 file or serve, or to state in the objection, a notice of intention to appear at the hearing on the
motion for final approval.

21 13. The Class and PAGA Notice (Exh. D) shall be accompanied by the Dispute Form
22 (Exh. G) and shall instruct Class Members to submit Exh. G to the Settlement Administrator,
23 ILYM Group, Inc., and not this Court. The Settlement Administrator shall direct copies of any
24 Dispute Form to counsel for the Parties. Any Dispute Forms that are received from Class
25 Members, the Settlement Administrator is ordered to file a declaration concurrently with the
26 filing of Plaintiff's Motion for Final Approval, authenticating a copy of every Dispute Form
27 received.

28 14. The proposed Gross Settlement Amount of \$575,000 is conditionally approved.

1 15. The proposed payment of the Class Counsel Fees Payment to Class Counsel not to
2 exceed \$191,475 (33 and 1/3 percent of the Gross Settlement Amount) and Class Counsel
3 Litigation Expenses Payment to Class Counsel for actual litigation costs incurred not to exceed
4 \$17,000 are conditionally approved.

5 16. The proposed Class Representative Service Award not to exceed \$7,000 to
6 Plaintiff for her services as the class representative is conditionally approved.

7 17. The proposed payment of the Administration Expenses Payment not to exceed
8 \$15,000 to the Administrator for its services is conditionally approved.

9 18. The Court conditionally approves the Private Attorneys General Act of 2004
10 (“PAGA”) Penalties not to exceed \$30,000 the Parties have allocated for the settlement of the
11 claims for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five
12 percent (75%) of the PAGA Penalties (\$22,500) will be paid to the California Labor and
13 Workforce Development Agency, and the remaining twenty-five percent (25%) of the PAGA
14 Penalties (\$7,500) will be paid to the Aggrieved Employees, on a pro rata basis.

15 19. The Parties are ordered to carry out the Settlement according to the following
16 implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	Within fourteen (14) calendar days of the Court granting preliminary approval.
Last day for Settlement Administrator to mail Class Notice	Within ten (10) calendar days of the after receipt of the Class Information.
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	Sixty (60) calendar days after the postmark date of the Class Notice
Last Day for Plaintiff to file Motion for Final Approval and Attorneys’ Fees and Costs and Class Representative Service Award	Per Code
Final Approval Hearing	December 3, 2026 at 2:00 p.m. in Dept. CX102

27 20. At the Final Approval Hearing, the Court will consider whether the Settlement
28 should be finally approved as fair, reasonable and adequate, whether a final judgment should be

1 entered, and whether the payments provided for under the Settlement, including attorneys' fees
2 and costs and class representative service awards, should be finally approved and granted.

3 21. The Settlement Administrator shall provide notice to any objecting party of any
4 continuance of the hearing of Plaintiff's Motion for Final Approval.

5 22. This Court shall retain continuing jurisdiction pursuant to Code of Civil Procedure
6 §664.6 and California Rules of Court, Rule 3.769(h).

7 23. Pending the Final Approval Hearing, all proceedings in this Action, other than
8 proceedings necessary to implement the Settlement and this Order, are stayed.

9 **IT IS SO ORDERED.**

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11 Dated: August 18, 2026



12 _____
13 HONORABLE LAYNE H. MELZER
14 JUDGE OF THE SUPERIOR COURT
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