

FILED

JAN 06 2026

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY *Stavros* DEPUTY

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11 Attorney for Plaintiff,
12 ANA RUIZ
and all putative class members

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF STANISLAUS**

16 ANA RUIZ, an individual, on behalf of herself
and all others similarly situated,

18 Plaintiff,

19 vs.

21 G3 ENTERPRISES, INC. a Delaware
Corporation, and DOES 1-50, inclusive,

23 Defendant.

Case No.: CV-24-009613

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: December 4, 2025
Time: 8:30 A.M.
Dept: 22

PAGA Action Filed: November 25, 2024
FAC Filed: August 5, 2025

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff ANA
2 RUIZ. After reviewing the Motion for Preliminary Approval and the Class Action and PAGA
3 Settlement (“Settlement Agreement”) filed with the Court, and good cause appearing therefore,
4 the Court hereby finds and orders as follows:

5 1. The Court finds on a preliminary basis that the settlement memorialized in the
6 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
7 requirements for preliminary approval. The monetary terms of the settlement detailed in the
8 following chart are discussed further below.

Gross Settlement Amount	\$295,000
Plaintiff’s Service Payment	-\$7,500
Plaintiff’s Attorney Fees (up to)	-\$98,323.50
Plaintiff’s Costs (up to)	-\$25,000
PAGA Payment	-\$30,000
Settlement Administration (up to)	-\$12,000
Net Settlement Amount for Distribution to Class Members	\$122,176.50

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17 2. “Class Members” means all individuals who are or previously were employed by
18 G3 Enterprises, Inc., in California and classified as non-exempt employees from August 11, 2023,
19 through the date of preliminary approval.

20 3. The Court finds, for purposes of settlement only, that the Class meets the
21 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
22 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
23 that are common, or of general interest, to all Settlement Class Members, which predominate over
24 individual issues; (3) the named Plaintiff’s claims are typical of the claims of the Class; (4) the
25 named Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the Class;
26 and (5) a class action is superior to other available methods for the fair and efficient adjudication
27 of the controversy.
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1 4. The Court appoints for settlement purposes only ANA RUIZ as the Class
2 Representative. A Service Payment of \$7,500 to Plaintiff is conditionally approved and will be
3 determined at final approval.

4 5. The Court appoints for settlement purposes only Koul Law Firm, APC and
5 Majarian Law Group, APC as Class Counsel. The proposed payment to Class Counsel for
6 reasonable attorneys' fees is an amount not to exceed 1/3 of the Gross Settlement Amount
7 (\$98,323.50), which will be determined at final approval. The proposed payment to Class Counsel
8 for actual Litigation Costs in an amount not to exceed \$25,000 is conditionally approved and will
9 be determined at final approval.

10 6. The Court appoints Atticus Administration as the Settlement Administrator. The
11 proposed payment of the Settlement Administration Costs in an amount not to exceed \$12,000 to
12 Atticus Administration for its services is conditionally approved and will be determined at final
13 approval.

14 7. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 8. The Court orders the following implementation schedule:

17 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
18 within sixty (60) calendar days after entry of the Preliminary Approval Order;

19 b. Deadline for Settlement Administrator to send Class Notice to Class Members
20 providing notice of settlement: within fourteen (14) calendar days of receiving the Class Data.

21 c. Deadline for Class Members to postmark written objections, challenges to Class
22 Workweeks and/or PAGA Pay Periods, related to the Settlement: Within forty-five (45) days for
23 initial mailing of Notice Packet; to be extended by fourteen (14) days for re-mailing. Deadline for
24 Class Members to postmark Requests for Exclusion (Opt-Out) related to the Settlement: Within
25 forty-five (45) days for initial mailing of Notice Packet; to be extended by fourteen (14) days for
26 re-mailing.
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1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
2 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval
3 Hearing in conformity with Code of Civil Procedure section 1005;

4 e. Final Approval Hearing: 5/26 at 8:30 a.m./p.m.

5 9. The Court approves as to form and content the Notice included as Exhibit A to the
6 Settlement Agreement, which advises Class Members and PAGA Settlement Employees of the
7 Settlement terms, the preliminary approval of the Settlement, and the scheduling of the Final
8 Approval Hearing.

9 10. The Court finds that the timing for the mailing and distribution of the Notice meets
10 the requirements of due process, provides the best notice practicable under the circumstances, and
11 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
12 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

13 11. The Court retains jurisdiction to consider all further applications arising out of or
14 in connection with the Settlement.

15 12. If the Settlement does not become effective in accordance with the terms of the
16 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
17 fails to become effective for any reason, this Order shall be rendered null and void and shall be
18 vacated.

19 IT IS SO ORDERED.

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21 Dated: 1/6/26


22 _____
23 Hon. John R. Mayne
24 JUDGE OF THE SUPERIOR COURT
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

800 11th Street
 Modesto, CA 95355

Case Name: RUIZ, ANA vs G3 ENTERPRISES INC

Case #: CV-24-009613

CLERK'S CERTIFICATE OF ELECTRONIC SERVICE

I certify that I am over the age of 18, employed by the Superior Court of the State of California, County of Stanislaus, and not a party to this action. I certify that I served a copy of the attached **ORDER FILED JANUARY 6, 2026** by electronic service as indicated below.

Recipients Served Electronically

The transmission originated from a Stanislaus County Superior Court email address on **January 06, 2026**, at **3:35 PM PST**.

nazo@koullaw.com

sahagii@aol.com

RAYMONDBERTRAND@PAULHASTINGS.COM

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 06, 2026**, at Modesto, California.

By Stacey Fairchilds

Stacey Fairchilds, Deputy Clerk
 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF STANISLAUS