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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

JEFFREY FOUSE and BRIANNA MILLER, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

E. MISHAN & SONS, INC., and DOES 1 through 10,

Defendant.

Case No. CVRI2505343

**CLASS ACTION**

*[Assigned for All Purposes to the Hon. Harold W. Hopp, in Dept. 1]*

**[~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT**

**Hearing Information**
Date: July 1, 2026
Time: 8:30 a.m.
Dept: 1

Complaint Filed: September 8, 2025
FAC Filed: May 28, 2026
Trial Date: None

On September 8, 2025, Plaintiff Jeffrey Fouse filed a Class Action Complaint in Riverside Superior Court (Case No. CVRI2505343 against Defendant E. Mishan & Sons, Inc. ("Mishan" or "Defendant"), and on May 28, 2026, Plaintiff Jeffrey Fouse amended his complaint, including Plaintiff Brianna Miller, and claims on behalf of a Colorado class of purchasers. Plaintiffs Jeffrey Fouse and Brianna Miller ("Class Representatives" or "Plaintiffs") allege, on behalf of themselves and all allegedly similarly situated individuals, the following causes of action: (1) unfair competition, (2) false advertising, (3) violation of California Consumer Legal Remedies Act, (4) violation of Colorado Consumer Protection Act, (5) breach of warranty, and (6) unjust enrichment. Plaintiffs now seek approval of a class settlement for the claims alleged in the Complaint.

After engaging in informal discovery, the Plaintiffs and Defendant (collectively, the "Parties") engaged in negotiations and ultimately reached a settlement.

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement was filed with the Court on May 28, 2026. The Court has considered the Class Action Settlement and Release between Plaintiffs and Defendant (the "Settlement Agreement"), all exhibits thereto (including the class notice), and all other papers filed in this action. The Court heard the preliminary approval motion at a conference with the Parties on July 1, 2026.

**NOW THEREFORE, IT IS HEREBY ORDERED:**

1. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class[1] pursuant to California Rules of Court, Rule 3.769(c). The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval, and appears to be presumptively fair, subject to the Court's review of valid objections and to the Court's further consideration at the Final Approval Hearing.

2. The Settlement provides the following relief to Settlement Class Members: (i) for Settlement Class Members who submit Valid Claims, a cash payment of $6.00 per Product

[1] Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned to them in the Settlement Agreement.

purchased other than for resale in California or Colorado within the Class Period (September 8, 2021 through the date of this Order), up to two (2) units per household (for a total of $12.00); (ii) significant injunctive relief in the form of advertising disclosures regarding the presence of iron, chromium, and nickel in the Products.

3. The Court preliminarily finds that that: (1) the settlement relief is fair and reasonable to the Settlement Class Members, when balanced against the risks of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, and research has been conducted such that the Parties are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further litigation; and (4) the Settlement is the result of informed, arms-length negotiations between the Parties. The Court further finds that the claims process, which does not require Settlement Class Members to submit documentary proof of purchase in order to obtain a cash payment, is a substantial benefit to the Settlement Class.

4. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"): "All persons who purchased the Products other than for resale in California or Colorado within the Class Period." Excluded from the Settlement Class are: (1) the presiding judge(s) in the Action; (2) any member of those judges' immediate families; (3) Defendant; (4) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (5) counsel for the Parties; and (6) any Persons who validly and timely opt-out of the Settlement.

5. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure section 382 and California Civil Code section 1781 because: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Jeffrey Fouse and Brianna Miller.

7. The Court appoints, for settlement purposes only, Shireen M. Clarkson, Ryan J. Clarkson, and Tiara Avaness of Clarkson Law Firm, P.C., as Class Counsel.

8. **Notice and Settlement Administration.** The Court appoints Fidexis Group as the Settlement Administrator. The Settlement Administrator shall carry out all duties as specified in the Settlement Agreement including but not limited to Section VI of the Settlement Agreement. The Settlement Administrator may not use the information provided by Defendant or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting claims administration.

9. The Court approves, as to form and content, the: (1) the Claim Form, Exhibit 1[2]; (2) the Summary Email Notice, Exhibit 2; (3) Long Form Notice, Exhibit 3; (4) the Objection Form, Exhibit 4; and (5) the Exclusion Form, Exhibit 5.

10. The Notice Plan is set forth in the Declarations of James R. Prutsman and Laura Clapp. The Court finds that the Notice Plan, which describes how the Settlement Class will be notified, satisfies due process and provides the best notice practicable under the circumstances. The Notice Plan adequately informs members of the terms of the Settlement, their right to exclude themselves from the Settlement Class so as not to be bound by the Settlement, how to object to the Settlement, and how to attend the Final Approval Hearing if they choose. The Notice Plan complies with this Court's October 16, 2025 Class Action Case Management Order #1, the California Rules of Court, the California Code of Civil Procedure, the California Civil Code, the Constitution of the State of California, the United States Constitution, and other applicable law.

11. The Settlement Administrator may make non-material modifications to the notices, claim form, objection form, and exclusion form without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order. To avoid confusion and inconsistent information about the Settlement, information about the Settlement will be provided solely by the Notice Plan.

[2] Unless otherwise noted, "Exhibit" refers to exhibits to this Order.

12. The Settlement Administrator shall post the Settlement Agreement, this Order (including all exhibits), and all other related documents on the Settlement Website.

13. **Submission of Claims.** Pursuant to the Parties' Settlement Agreement, Settlement Class Members will have until the Claims Deadline, 60 days after the Notice Date, to submit their Claim Forms and qualify to receive a payment under the Settlement if the Claim Form is approved by the Settlement Administrator.

14. **Requests for Exclusion.** The Email Notice sent to Class Members shall include a link to the Settlement Website, where Settlement Class Members can access and submit a Request for Exclusion form. Requests for Exclusion must be postmarked to the Settlement Administrator or submitted on the Settlement Website by the Objection/Exclusion Deadline, which is 60 days after the Notice Date. The written Request for Exclusion must include: (1) the case name and number of the Action; (2) the full name, address, telephone number, and email address of the Person seeking exclusion; (3) a declaration under penalty of perjury that the Person seeking exclusion purchased a Product other than for resale in California or Colorado within the Class Period; (4) a statement clearly indicating the Person's intent to be excluded from the Settlement; and (5) the Person's signature.

15. Requests for Exclusion that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Requests for Exclusion seeking exclusion on behalf of more than one Person shall be deemed invalid by the Settlement Administrator. Any Settlement Class Member who properly opts out of the Settlement Class will not be entitled to any relief, will not be bound by the Settlement, and will not have any right to object to or challenge the Settlement in any way (including by appeal), or appear at the Final Approval Hearing. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement (including the Release) and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

16. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the Administrator.

17. **Objections.** The Summary Email Notice sent to Class Members shall include a link to the Settlement Website, where Settlement Class Members can access and submit an Objection Form to object to this settlement. Any Settlement Class Member who does not exclude themselves from the Settlement Class may object to the Settlement, on their own behalf and not on behalf of any other Person. Those who wish to object to the Settlement must do so in writing to the Settlement Administrator, using the Objection Form, by the Objection/Exclusion Deadline, which is [date 60 days after the Notice Date]. Objections must be made under penalty of perjury and include: (1) the case name and number of the Action; (2) the full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of their counsel; (3) a declaration under penalty of perjury that the objector purchased a Product other than for resale in California or Colorado within the Class Period; (4) the basis of the objection, including any legal and factual material in support of the objection, and any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection; (5) a statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (6) the objector's signature.

18. Settlement Class Members who fail to timely and validly object to the Settlement shall be deemed to have waived any objections and shall be foreclosed from making any objection or seeking review (whether by appeal or otherwise) of the Settlement. The procedures and requirements for submitting objections are intended to ensure the efficient administration of justice and the orderly presentation of objections, in accordance with the due process rights of all Settlement Class Members.

19. The Settlement Administrator shall forward all objections received to Class Counsel and Defendant's Counsel as soon as practicable. The Settlement Administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every Objection Form received by the Settlement Administrator.

20. **Litigation Stayed.** With the exception of such proceedings as are necessary to implement, effectuate, and determine whether to grant final approval to the terms of the Settlement Agreement, all proceedings and litigation deadlines are stayed in this Action.

21. **Termination.** In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event the Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement. For the avoidance of doubt, if the Effective Date does not occur or the Settlement is otherwise terminated in accordance with its terms, then neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be: (1) construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability or the certifiability of any class; (2) construed or used as an admission, concession, or declaration by or against Plaintiffs or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, or unavailable; or (3) construed or used as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

22. **Schedule.** The Court sets the following schedule, which includes a Final Approval Hearing to adjudicate (1) whether the Settlement should be finally approved as fair, reasonable, and adequate and (2) Class Counsel's motion for attorneys' fees and costs and service awards to the named plaintiffs.

| Event | Date |
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| Notice Date (the date Settlement Administrator must commence Class Notice) | 21 days after this Order granting preliminary approval of the Settlement |
| Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards | 46 days after the Notice Date |

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| Claims Deadline (deadline to submit Claim Forms) | 60 days after the Notice Date |
| Objection/Exclusion Deadline (deadline to object to the Settlement and submit Requests for Exclusion) | 60 days after the Notice Date |
| Filing of Plaintiffs' Motion for Final Approval | No later than 16 court days before the Final Approval Hearing |
| Parties may submit responses to objections | No Later than 7 court days before the Final Approval Hearing |
| Final Approval Hearing | November 2, 2026 |

23. Upon application of the Parties and good cause shown, the deadlines and schedule set forth in this Order may be modified by order of the Court, without further notice to the Settlement Class. All deadlines will be posted on the Settlement Website. Settlement Class Members must check the Settlement Website for updates and further details regarding extensions of any deadlines set forth in this Order. However, the Settlement Administrator shall give notice of any continuance of the Final Approval Hearing to any objecting party.

24. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement and this Order. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the notices and other exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: July 1, 2026

Hon. Harold W. Hopp