John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
william.pao@wilshirelawfirm.com
Matthew R. Baker (SBN 326238)
matthew.baker@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JUSTIN ESPINOSA-HINELINE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

HAROLD A. STEUBER ENTERPRISES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

JUSTIN ESPINOSA-HINELINE, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

HAROLD A. STEUBER ENTERPRISES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV081059

[Consolidated with Case No.: 25CV109856]

[Assigned for All Purposes to the Hon. Patrick McKinney, Dept. 18]

REVISED [~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: June 24, 2026
Time: 1:30 p.m.
Dept: 18

Action Filed: June 24, 2024

Plaintiff Justin Espinosa-Hineline's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement of Plaintiff came before this Court on June 25, 2026, at 1:30 p.m., in Department 18 of the Superior Court of California, County of Alameda, Administration Building, located at 1221 Oak Street, Oakland, California 94612. Plaintiff now seeks an order granting final approval of the Amended Class Action Settlement Agreement and Release ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Harold A. Steuber Enterprises, Inc. DBA Associated Services Company ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of Courtney M. Miller in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit C**. (Defined terms used herein should be the terms defined in the attached Settlement Agreement unless otherwise noted.) On February 18, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on February 18, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> all persons who are employed or have been employed by Defendant as a non-exempt employee in the State of California during the Class Period.

3. The "Class Period" is the time period from June 24, 2020, through August 31, 2025.

4. The Court appoints Plaintiff Justin Espinosa-Hineline as the Class Representative for settlement purposes only.

5. The Court appoints John G. Yslas, William M. Pao, Matthew R. Baker, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, a Settlement Notice was sent to each Class Member by first-class mail. The Settlement Notice informed Class Members of the terms of the Settlement, their right to receive a Settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members have objected to the Settlement.

8. No Class Members have requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except that Aggrieved Employees will release the PAGA Released Claims in the Settlement and will receive a portion of the amount set aside for their share of the Settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California

Labor Code § 2699(s).

13. Within 30 days of the Effective Date of the Settlement, Defendant will transfer the Gross Settlement Amount of $675,000.00 to the Settlement Administrator.

14. Within 10 days after Defendant's deadline to transfer the Gross Settlement Amount to the Settlement Administrator or as soon as reasonably practicable thereafter, the Settlement Administrator shall mail all Settlement Awards to Participating Individuals, make the Service Award Payment to Plaintiff, make the Fee Award and Costs Award payments to Class Counsel, and make the payment to the LWDA of its portion of the PAGA Payment.

15. Ten percent (10%) of the attorney's fee award shall be kept in the administrator's trust fund until the completion of the distribution process and court approval of a final accounting. Unclaimed funds should not be distributed to the designated recipient until the Court approves the accounting.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a service award to Plaintiff Justin Espinosa-Hineline in the amount of $7,500.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $20,000.00 with the LWDA to receive 65% ($13,000.00), and the remaining 35% ($7,000.00) to be distributed to Aggrieved Employees, defined all persons who are employed or have been employed by Defendant as a non-exempt employee in the State of California at any time during the period from December 3, 2023, through February 18, 2026. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $209,250.00, and the reimbursement of litigation costs in the amount of $21,304.88. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount in the amount of $7,500.00 to the Settlement Administrator, ILYM Group Inc. for its performance of settlement administration services.

20. Settlement Award checks will be valid for 180 days after mailing by the Settlement Administrator. With 90 days remaining, a reminder letter, an example of which is attached as **Exhibit 3** to the Settlement Agreement, will be sent via U.S. mail to those who have not yet cashed their settlement check. If, at the conclusion of the 180-day check cashing period, any funds remain from checks that are returned as undeliverable or are not negotiated, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Services for Children.

21. <u>Released Class Claims</u>: Upon Final Approval of the Settlement Agreement, Named Plaintiff on his own behalf and as the class representative, all Class Members who did not opt out of this lawsuit by filing a timely, valid request for exclusion from the settlement pursuant to Paragraph 24 of the Settlement, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") shall and hereby do release and discharge all Released Parties, finally, irrevocably, forever, and with prejudice, from all claims, rights, damages, liquidated damages, premiums, wages, compensation, reimbursement, punitive damages, statutory damages, penalties, liabilities, costs, expenses, attorneys' fees, interest, restitution, equitable relief, injunctive relief, declaratory relief, accounting, losses, or causes of action alleged in the Actions and/or that could have been alleged in the Actions, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, arising out of, or reasonably relating to, the claims, facts, and allegations pled in the Actions, including but not limited to the Operative Complaint, during the Class Period. This shall

include any claims during the Class Period for the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), and/or premium pay); failure to pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to timely pay wages during employment; failure to pay wages at termination/resignation; failure to provide meal and rest breaks (including but not limited to otherwise requiring on-duty/on-call meal and rest periods); failure to accurately record time including all time worked (including but not limited to off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse for all reasonable business expenses (including but not limited to cell phones, internet, home office, uniforms, required clothing, equipment, vehicle usage, mileage, travel expenses); failure to pay paid time off and vacation time and other compensation owed (during employment and upon separation); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay reporting time wages, paying wages lower than contract or statute, failure to provide safe working conditions; failure to place an adequate number of seats in reasonable proximity to the work area and/or permit employees to use such seats; failure to provide potable water; failure to comply with Labor Code sections 432.5 and 432.6; engaging in unlawful agreements (including but not limited to background checks, credit checks, applications, separation agreements, offer letters, confidentiality agreements, and PAGA waivers); conducting unlawful background checks in violation of Labor Code sections 432.7 and 1024.5, Civil Code section 1786, et seq. at 15 U.S.C. section 1681, and Government Code section 12952; relying on the salary history information on an application for employment in violation of Labor Code section 432.3; prohibiting employees from using or disclosing skills, knowledge, offers, wages, and experience; whistleblower violations; failure to comply with Business and Professions

Code section 17200 et seq.; failure to comply with the Wage Theft Protection Act; and failing to comply with California Labor Code; applicable wage orders, and Civil Code section 3287(b) and 3289, Government Code section 12952; related premiums, statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, equitable relief, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (collectively, "Class Released Claims").

22. Released PAGA Claims: Upon final approval of the Settlement Agreement, the LWDA, by and through its authorized agent, Plaintiff, shall and hereby does release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, interest, injunctive relief, declaratory relief, and/or accounting, against the Released Parties from any and all causes of action under the Private Attorneys General Act ("PAGA") alleged or that could have been alleged based on the claims, facts and allegations in any and all related letters to the LWDA and any amended letters in the Actions (including the letter from Class Counsel to the LWDA dated June 20, 2024 and attached to the Operative Complaint as Exhibit 1) during the PAGA Period. All Aggrieved Employees shall be bound by the LWDA's release of the Released Parties from these claims. This shall include any claims during the PAGA Period for civil penalties pursuant to PAGA for the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), and/or premium pay); failure to pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to timely pay wages during employment; failure to pay wages at termination/resignation; failure to provide meal and rest breaks (including but not limited to otherwise requiring on-duty/on-call meal and rest periods); failure to accurately record time including all time worked (including but not limited to off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-

deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse for all reasonable business expenses (including but not limited to cell phones, internet, home office, uniforms, required clothing, equipment, vehicle usage, mileage, travel expenses); failure to pay paid time off and vacation time and other compensation owed (during employment and upon separation); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay reporting time wages, paying wages lower than contract or statute, failure to provide safe working conditions; failure to place an adequate number of seats in reasonable proximity to the work area and/or permit employees to use such seats; failure to provide potable water; failure to comply with Labor Code sections 432.5 and 432.6; engaging in unlawful agreements (including but not limited to background checks, credit checks, applications, separation agreements, offer letters, confidentiality agreements, and PAGA waivers); conducting unlawful background checks in violation of Labor Code sections 432.7 and 1024.5, Civil Code section 1786, et seq. at 15 U.S.C. section 1681, and Government Code section 12952; relying on the salary history information on an application for employment in violation of Labor Code section 432.3; prohibiting employees from using or disclosing skills, knowledge, offers, wages, and experience; whistleblower violations; failure to comply with the Wage Theft Protection Act; and failing to comply with California Labor Code, applicable wage orders, and Civil Code section 3287(b) and 3289; related premiums, statutory penalties, waiting time penalties, or civil penalties; costs; attorneys' fees; equitable relief; injunctive relief; declaratory relief; or accounting (collectively, "PAGA Released Claims"). The Parties agree that there shall be no right for any Aggrieved Employees to opt out or otherwise exclude themselves from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have res judicata effect as to those claims whether pursued directly by the LWDA or by a representative pursuant to PAGA).

23. The Parties and Settlement Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Final Compliance Hearing Regarding Distribution is set for March 3, 2027, at 1:30 p.m. in Department 18 of the above-captioned Court.

28. Plaintiff shall file a final report and declaration regarding distribution at least five (5) court days before the Final Compliance Hearing Regarding Distribution. Appearances may not be required if the report and declaration establish that the distributions are complete.

IT IS SO ORDERED.

Dated: August 11, 2026

HONORABLE PATRICK MCKINNEY
JUDGE OF THE SUPERIOR COURT
Patrick McKinney / Judge