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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

LAKEYSHA VAUGHN, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

DEN-MAT HOLDINGS, LLC, a Delaware
Limited Liability Company; and DOES 1 through
25, inclusive,

Defendants.

Case No. 24CV01042
[Consolidated with Case No. 24CV02044]

Honorable Jed Beebe
Department 4

**[~~PROPOSED~~] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: September 10, 2026
Time: 8:30 a.m.
Dept.: 4

Complaint Filed: February 21, 2024
Trial Date: Not Set

1 Plaintiffs Lakeysha Vaughn and Agustin Diaz’s (together, “Plaintiffs”) Motion for Final
2 Approval of Class Action Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and
3 Settlement Administration Costs came before this Court on September 10, 2026 at 8:30 a.m. before
4 the Honorable Jed Beebe in Department 4 of the above-captioned Court located at 312 East Cook
5 Street, Santa Maria, California 93454.

6 Having received and considered the Joint Stipulation of Class Action Settlement and
7 Amendment No. 1 to Joint Stipulation of Class Action Settlement (together, “Settlement Agreement”
8 or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action Settlement, Attorneys’ Fees
9 and Costs, Enhancement Payments, and Settlement Administration Costs, the supporting papers filed
10 by the Parties, the Declarations of Class Counsel (James S. Winn Jr.), the Class Representatives
11 (Lakeysha Vaughn and Agustin Diaz), and the Settlement Administrator (Cassandra Polites on behalf
12 of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
13 Motion for Preliminary Approval of Class Action Settlement and documents thereto, the Court grants
14 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiffs and Defendants Den-Mat Holdings, LLC (“Den-Mat”) and Lompoc Excel Personnel
18 Services, Inc. (“Lompoc”) (together, “Defendants”) (collectively, with Plaintiffs, the “Parties”),
19 including all members of the Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
22 Den-Mat in the State of California, and Lompoc employees who worked at Den-Mat’s locations in the
23 State of California, at any time during the Class Period.” The “Class Period” is defined as the period
24 from February 21, 2020 through January 3, 2025.

25 3. The Court appoints Plaintiffs Lakeysha Vaughn and Agustin Diaz as the Class
26 Representatives for settlement purposes only.

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1 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam
2 Y. Reiffman, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as Class Counsel for
3 settlement purposes only.

4 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
5 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
6 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 any other applicable law, and constitutes the best notice practicable under the circumstances, by
8 providing individual notice to all Class Members who could be identified through reasonable effort,
9 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
10 other Class Members. The Class Notice fully satisfied the requirements of due process.

11 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
12 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
17 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
18 by Defendants or any other Released Parties. Neither this Order and Judgment, the Settlement, nor
19 any document referred to herein, nor any action taken to carry out the Settlement, may be construed
20 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
21 whatsoever by or against Defendants or any of the other Released Parties.

22 8. The Court finds that no Class Members have validly and timely opted out of the Class
23 Settlement and no Settlement Class Members have objected to the Class Settlement.

24 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
25 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
26 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$10,000.00
27 each (total, \$20,000.00).

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1 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of \$297,500.00 and reimbursement of actual litigation costs and expenses
3 to Class Counsel in the sum of \$23,052.34. The attorneys' fees and reimbursement of litigation costs
4 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
5 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
6 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
7 obtained for the Class.

8 11. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$10,000.00 to ILYM Group, Inc. for performance of settlement administration services.

10 12. It is hereby ordered that within twenty-one (21) calendar days after the Effective Date,
11 Defendants will deposit the Gross Settlement Amount and Employer Taxes into an account established
12 by the Settlement Administrator, in accordance with the terms and methodology set forth in the
13 Settlement Agreement.

14 a. Den-Mat shall pay \$820,000.00 of the Gross Settlement Amount; and

15 b. Lompoc shall pay \$30,000.00 of the Gross Settlement Amount.

16 13. It is hereby ordered that within five (5) business days after Defendants fund the Gross
17 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
18 to Settlement Class Members, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to
19 Plaintiffs, and Settlement Administration Costs to itself.

20 14. Each Individual Settlement Payment will be valid and negotiable for one hundred and
21 eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any
22 funds associated with such canceled checks will be distributed by the Settlement Administrator to the
23 State of California's Unclaimed Property Division in the name of the Settlement Class Member.

24 15. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
25 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished, and discharged the Released Parties of any and all claims which were
27 alleged based on the factual allegations in the Operative Complaints, arising during the Class Period,
28 or which could have been pled in the Operative Complaints, arising during the Class Period, based on

1 the factual allegations therein, including claims that could be brought pursuant to: (1) unpaid wages
2 (including but not limited to overtime pay, minimum wage, or regular wages) or the failure to timely
3 pay wages, whether contractual or statutory; (2) failure to provide meal and rest periods in accordance
4 with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure
5 to pay premium pay at the correct rate; (3) failure to provide timely payment of wages during
6 employment and upon termination and associated penalties; (4) failure to provide accurate wage
7 statements and associated damages or penalties, and reimburse necessary business-related expenses;
8 (5) requirements of non-compete/non-solicitation agreements; and (6) violations of California Labor
9 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 925, 1194, 1197, 1197.1, 1198, 2800,
10 and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
11 Professions Code sections 16600 and 17200, et seq, in violation of law, policy, contract, or common
12 law (collectively, “Released Class Claims”).

13 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
14 individually and on behalf of their respective heirs, devisees, legatees, executors, administrators,
15 assigns, agents, representatives, and attorneys, unconditionally, irrevocably, and absolutely release all
16 claims against the Released Parties, from any and all claims, demands, damages, monies, injunctive
17 relief, attorneys’ fees, liabilities and/or causes of action of whatever kind or character, whether known
18 or unknown, which Plaintiffs have asserted or could have asserted against the Released Parties arising
19 out of or relating in any way to any acts, circumstances, facts, transactions, or omissions occurring on
20 or before July 30, 2025. Any and all rights granted under any state or federal law or regulation limiting
21 the effect of the Settlement Agreement, including the provisions of Section 1542 of the California
22 Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads
23 as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
27 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
28 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

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1 17. “Released Parties” means Defendants, and their subsidiaries, affiliates, all of their
2 respective direct and indirect parents, and their respective successors and predecessors in interest, each
3 of their past, present and future respective officers, directors, shareholders, employees, attorneys,
4 administrators, fiduciaries, trustees, beneficiaries, insurers and agents, and each of their past, present
5 and future officers, directors, shareholders, employees, agents, principals, heirs, representatives,
6 accountants, auditors, consultants, insurers and reinsurers.

7 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Lompoc
8 and Den-Mat on behalf of themselves and their direct and indirect parents, subsidiaries, affiliated and
9 related entities, shareholders, present and former owners, members, managers, officers, directors,
10 employees, insurers, agents, attorneys, representatives, successors and assigns hereby release any and
11 all claims they have or could have against each other and their direct and indirect parents, subsidiaries,
12 affiliates, successors and assigns and each of their respective past, present and future shareholders,
13 owners, members, managers, officers, directors, employees, insurers, agents, attorneys,
14 representatives, successors and assigns, related to the Vaughn Action and Diaz Action, including, but
15 not limited to, any claims for contribution, indemnity, attorneys’ fees, costs, sanctions, or expenses,
16 known or unknown, at law or in equity, of any type or nature whatsoever (provided, however, that this
17 paragraph shall not apply to any claims relating to the enforcement of the terms of the Settlement or
18 the Settlement Agreement)

19 19. This Court shall retain jurisdiction with respect to all matters related to the
20 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
21 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
22 Settlement and the determination of all controversies relating thereto.

23 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
24 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
25 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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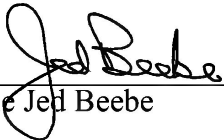
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1 21. A Compliance Hearing is set for April 29, 2027 at 8:30 a.m.
2 in Department 4 of this Court located at 312 East Cook Street, Santa Maria, California 93454. The
3 Settlement Administrator shall file a Final Report by April 16, 2027.

4 **IT IS SO ORDERED.**

5 Dated: 09/10/2026



Honorable Jed Beebe