

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Kenneth Seligson FIRM NAME: Seligson Law P.C. STREET ADDRESS: 10000 W. Washington Blvd., Suite 600 CITY: Culver City TELEPHONE NO.: (213) 293-6692 EMAIL ADDRESS: Ken@seligsonlaw.com ATTORNEY FOR (name): Plaintiff Alejandro Bermudez	STATE BAR NUMBER: 326326 STATE: CA ZIP CODE: 90232 FAX NO.:	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Tulare 09/30/2026 Stephanie Cameron Clerk of the Court
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE STREET ADDRESS: 221 S. Mooney Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Visalia 93291 BRANCH NAME: Visalia (County Civic Center)		
PLAINTIFF/PETITIONER: Alejandro Bermudez DEFENDANT/RESPONDENT: Shannon Bros, Co. and SBC Logistics, Inc.		
AMENDED NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		CASE NUMBER: VCU301866

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): September 24, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: September 30, 2026

Kenneth Seligson

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

EXHIBIT A

Amended Judgment

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

09/24/2026

STEPHANIE CAMERON, CLERK

Leticia Hernandez-Sandoval, Deputy

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Attorneys for Plaintiff ALEJANDRO BERMUDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

ALEJANDRO BERMUDEZ, an individual,
on behalf of himself and on behalf of all
persons similarly situated,

PLAINTIFF,

v.

SHANNON BROS. CO., a California
Corporation; SBC LOGISTICS, INC., a
California Corporation; and DOES 1-50,
inclusive,

DEFENDANTS.

Case No. VCU301866

AMENDED ~~PROPOSED~~ JUDGMENT

Date: September 24, 2026
Time: 8:30 a.m.
Judge: Hon. David Mathias
Dept.: 01

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on September 24, 2026, before
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore.

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in the
9 Settlement Agreement, attached hereto as **Exhibit 1**, except to the extent stated herein.

10 2. The certification of the Settlement Class is confirmed for the purposes of settlement.
11 The Class is defined as "all persons who, during the period of January 22, 2022, to August 2, 2025,
12 (a) were directly employed by either Defendant Shannon Bros. Co. or SBC Logistics, Inc. in
13 California, and (b) who worked for either Defendant Shannon Bros. Co. or SBC Logistics, Inc. as a
14 non-exempt employee." The "Class Period" is defined as the period of January 22, 2022, to August
15 2, 2025. This definition of "Class Period" shall supersede the definition of Class Period contained
16 in the Settlement Agreement (**Exhibit 1**).

17 3. All persons who meet the foregoing definition are members of the Settlement Class,
18 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
19 are 446 Class Members who worked for Defendant during the Class Period. After providing Notice
20 to the Class, there are 5 opt-outs and zero objections to the Settlement.

21 4. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
22 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
23 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
24 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
25 of Class Action and PAGA Settlement and in this Final Judgment.

26 5. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
27 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
28

1 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
2 benefits.

3 6. As of the date the “Effective Date”, Plaintiff and each Class Member who has not
4 validly opted out has released the “Released Parties” from the “Released Class Claims” for the
5 “Class Period” as set forth in the Agreement.

6 7. As used in paragraph 6 above, the quoted terms have the meanings set forth below:

7 (a) The “Effective Date” means the first date on which all of the following have
8 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
9 (b) the Judgment is final; and, (c) a Party, or the Court, has issued notice of entry of the Judgment.
10 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
11 Members object to the Settlement, the day the Court enters Judgment; (b) if one or more
12 Participating Class Members object to the Settlement, the day after the deadline for filing a notice
13 of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the
14 appellate court affirms the Judgment and issues a remittitur.

15 (b) The “Released Class Claims” are defined as all claims relating to unpaid
16 wages (including claims for failure to pay minimum wages, straight time wages, overtime and
17 double-time compensation); all claims related to the timeliness of wage payments (whether regular
18 or final wages); all claims related to the calculation of the regular rate of pay, including claims for
19 unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the
20 regular rate of pay; all claims relating to the failure to provide compliant meal, rest, and recovery
21 periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery
22 period laws (including the failure to make premium payments at all, or failure to make premium
23 payments at the correct rate of pay); all claims relating to the provision of wage statements, including
24 the accuracy or substance thereof; all claims relating to the failure to maintain accurate employment
25 records; all claims relating to the failure to reimburse of necessary business expenses; all claims
26 relating to the deduction of wages; and all claims relating to unfair business practices resulting from
27 any of the foregoing. All claims arising under California Labor Code §§201, 202, 203, 204, 208,
28 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 246, 248, 248.2, 248.5, 248.6, 510, 512, 558, 1174,

1 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802; 8 C.C.R. §11090, Sections 3, 4, 7, 9, 11, 12,
2 18, or otherwise applicable, similar provisions of other IWC Wage Orders; 8 C.C.R. §3395;
3 California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289;
4 California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of
5 the Fair Labor Standards Act (29 U.S.C. §§201, et seq.). All remedies associated with any of the
6 claims described herein, including but not limited to compensatory, consequential, incidental,
7 liquidated, and punitive damages; penalties; restitution; interest; costs; attorneys' fees; and,
8 injunctive or other equitable relief.

9 (c) The “Released Parties” are defined as Defendants together with their present
10 and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present
11 and former owners, board members, officers, directors, trustees, employees, agents, insurers,
12 attorneys, successors and assigns, and/or any individual or entity to whom liability for claims
13 released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned,
14 including but not limited to liability established pursuant to Labor Code §558.1, or on a joint-
15 employer, alter-ego, or other similar theory of liability.

16 8. As of the date the “Effective Date” the Plaintiff, the Labor and Workforce
17 Development Agency (“LWDA”), the State of California, and each “Aggrieved Employee” have
18 released the Released Parties from the “Released PAGA Claims” for the “PAGA Period” as set forth
19 in the Agreement.

20 9. As used in paragraph 8 above, the quoted terms have the meanings set forth below:

21 (a) The “Effective Date” means the first date on which all of the following have
22 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
23 (b) the Judgment is final; and, (c) a Party, or the Court, has issued notice of entry of the Judgment.
24 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
25 Members object to the Settlement, the day the Court enters Judgment; (b) if one or more
26 Participating Class Members object to the Settlement, the day after the deadline for filing a notice
27 of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed, the day after the
28 appellate court affirms the Judgment and issues a remittitur.

1 (b) The “Aggrieved Employees” are defined as all persons who, during the
2 PAGA Period, (a) were directly employed by either Defendant Shannon Bros. Co. or SBC Logistics,
3 Inc. in California, and (b) who worked for either Defendant Shannon Bros. Co. or SBC Logistics,
4 Inc. as a non-exempt employee. The “PAGA Period” is defined as the period between January 22,
5 2022 to the date of Preliminary Approval, January 29, 2026. This definition of “PAGA Period” shall
6 supersede the definition of “PAGA Period” contained in the Settlement Agreement (**Exhibit 1**).

7 (c) The “Released PAGA Claims” are defined as all claims for civil penalties
8 recoverable under PAGA relating to: unpaid wages (including claims for failure to pay minimum
9 wages, straight time wages, overtime and double-time compensation); the timeliness of wage
10 payments (whether regular or final wages); the calculation of the regular rate of pay, including
11 claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper
12 calculation of the regular rate of pay; the failure to provide compliant meal, rest, and recovery
13 periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery
14 period laws (including the failure to make premium payments at all, or failure to make premium
15 payments at the correct rate of pay); the provision of wage statements, including the accuracy or
16 substance thereof; the failure to maintain accurate employment records; the failure to reimburse
17 necessary business expenses; and, the deduction of wages. Claims for civil penalties for violations
18 of California Labor Code §§201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 226, 226.7, 246, 248,
19 248.2, 248.5, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8
20 C.C.R. §11090, Sections 3, 4, 7, 9, 11, 12, 18, or otherwise applicable, similar provisions of other
21 IWC Wage Orders; 8 C.C.R. §3395. This release shall apply to civil penalties provided for in, but
22 not limited to, California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8
23 C.C.R. §11090, Sec. 20, and other default civil penalties for the Released PAGA Claims available
24 under California Labor Code §2699. All remedies associated with any of the claims described
25 herein, including but not limited to civil penalties; costs; attorneys’ fees; and, injunctive or other
26 equitable relief.

27 10. The Court finds that Plaintiff is duly deputized to pursue and release the Released
28 PAGA Claims, having given adequate notice under PAGA to Defendants and the LWDA, paid

1 requisite filing fees to the LWDA, and having received no response from the LWDA, pursuant to
2 the procedures set forth in the Labor Code. The Court further finds that Plaintiff has provided the
3 LWDA, in a timely manner, copies of all complaints in this matter, and notice of the settlement in
4 this matter.

5 11. This Court hereby grants final approval and awards the following: (i) \$105,750.00
6 for the Class Counsel Award comprised of 33% of the Gross Settlement Amount, or Ninety
7 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$90,750.00) and litigation expenses in the
8 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (ii) the Class Representative
9 Service Award to Class Representative, Alejandro Bermudez, in the amount of Five Thousand
10 Dollars and Zero Cents (\$5,000.00); (iii) Claims Administration Expenses of Seven Thousand Nine
11 Hundred Fifty Dollars and Zero Cents (\$7,950.00) to ILYM Group, Inc.; and (iv) Fifteen Thousand
12 Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Settlement) to the Labor and Workforce
13 Development Agency ("LWDA Payment"); and (v) Five Thousand Dollars and Zero Cents
14 (\$5,000.00) (25% of the PAGA Settlement) to the Aggrieved Employees.

15 12. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
16 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
17 section 2699(1)(3).

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
19 **ORDERED.**

20
21 DATED: September 24, 2026
22

Entered pursuant to the Court's 9/24/26
adopted tentative ruling.

23 
24 _____
25 Hon. David Mathias
26 JUDGE OF THE SUPERIOR COURT
27
28

EXHIBIT B

Amended Order

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

09/24/2026

STEPHANIE CAMERON, CLERK
Leticia Hernandez-Sandoval, Deputy

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Attorneys for Plaintiff ALEJANDRO BERMUDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

ALEJANDRO BERMUDEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

PLAINTIFF,

v.

SHANNON BROS. CO., a California
Corporation; SBC LOGISTICS, INC., a
California Corporation; and DOES 1-50,
inclusive,

DEFENDANTS.

Case No. VCU301866

AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL

Date: September 24, 2026
Time: 8:30 a.m.
Judge: Hon. David Mathias
Dept.: 01

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on September 24, 2026, before
4 the above-entitled Court. Seligson Law, P.C., Zakay Law Group, APLC, and the JCL Law Firm
5 appeared on behalf of Plaintiff ALEJANDRO BERMUDEZ ("Plaintiff"). Sagaser, Watkins &
6 Wieland, P.C. appeared on behalf of Defendants SHANNON BROS. CO., a California Corporation,
7 and SBC LOGISTICS, INC., a California Corporation (hereinafter "Defendants").

8 **I. FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending in the
14 California Superior Court for the County of Tulare ("Court"), Case No. VCU301866, entitled
15 *Bermudez v. Shannon Bros. Co., et al.* and over all Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On January 26, 2026, the Court granted preliminary approval of a class-wide
18 settlement. At this same time the Court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and
20 the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was mailed
23 by first class mail to the Class Members at their last known addresses on March 16, 2026. Mailing
24 of the Notice Packet to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

28 ///

5. The Response Deadline for opting out or objecting was May 15, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. Only five (5) Class Members requested exclusion.

Fairness Of The Settlement

6. The Agreement provides for a Gross Settlement Amount of \$275,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for Plaintiff is experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. Only five (5) requests for exclusion were received.

e. The participation rate is high. Over 98% of eligible Class Members will be participating in the Settlement and will be sent settlement payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

/ / /

1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Settlement in the amount of
3 \$20,000.00. The Court has reviewed the PAGA Settlement and finds and determines that the PAGA
4 Settlement and the allocation of \$15,000.00 to LWDA and \$5,000.00 of the PAGA Settlement to
5 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. A Class Counsel Award of One Hundred Five Thousand Seven Hundred and Fifty
9 Dollars (\$105,750.00) comprised of attorneys' fees in the amount of Ninety Thousand Seven
10 Hundred and Fifty Dollars and Zero Cents (\$90,750.00) and reimbursement of costs and expenses
11 in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) is reasonable in light of the
12 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
13 achieved by Class Counsel. The requested attorneys' fee award represents 33% of the common
14 fund, which is reasonable, and is supported by Class Counsel's lodestar.

15 **Class Representative Service Award**

16 11. The Agreement provides for a Class Representative Service Award of up to Five
17 Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff, Alejandro Bermudez, subject to the
18 Court's approval. The Court finds that the amount of Five Thousand Dollars and Zero Cents
19 (\$5,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
20 action litigation.

21 **Claims Administration Expenses**

22 12. The Agreement provides for Claims Administration Expenses to be paid in an
23 amount not to exceed \$7,950.00. The Declaration of the Settlement Administrator provides that the
24 actual claims administration expenses were \$7,950.00. The amount of this payment is reasonable
25 in light of the work performed by the Settlement Administrator.

26 **II. ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

28 ///

1 13. The Class is certified for the purposes of settlement only. The Settlement Class is
2 hereby defined to include:

3 All current and former non-exempt employees of Defendants in California employed
4 at some point during the period from January 22, 2022 to August 2, 2025.

5 14. There are 446 members of the Class. Every person in the Class who did not opt out
6 is a Participating Class Member. After providing Notice to the Class, there are only five (5) opt-
7 outs to the Settlement.

8 15. The Agreement is hereby approved as fair, reasonable, adequate, and in the best
9 interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this
10 Order and the terms of the Agreement.

11 16. Defendants shall fund the Gross Settlement Amount within 45 days of the Effective
12 Date. In exchange the Class Members shall release the “Released Parties” from the “Released Class
13 Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released
14 PAGA Claims.”

15 a. The “Released Parties” means Defendants together with their present and
16 former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and
17 former owners, board members, officers, directors, trustees, employees, agents, insurers, attorneys,
18 successors and assigns, and/or any individual or entity to whom liability for claims released by
19 Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned, including
20 but not limited to liability established pursuant to Labor Code §558.1, or on a joint-employer, alter-
21 ego, or other similar theory of liability.

22 b. The “Released Class Claims” are defined as all claims relating to unpaid
23 wages (including claims for failure to pay minimum wages, straight time wages, overtime and
24 double-time compensation); all claims related to the timeliness of wage payments (whether regular
25 or final wages); all claims related to the calculation of the regular rate of pay, including claims for
26 unpaid overtime wages, paid sick leave, or other pay as a result of the improper calculation of the
27 regular rate of pay; all claims relating to the failure to provide compliant meal, rest, and recovery
28 periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery

1 period laws (including the failure to make premium payments at all, or failure to make premium
2 payments at the correct rate of pay); all claims relating to the provision of wage statements, including
3 the accuracy or substance thereof; all claims relating to the failure to maintain accurate employment
4 records; all claims relating to the failure to reimburse of necessary business expenses; all claims
5 relating to the deduction of wages; and all claims relating to unfair business practices resulting from
6 any of the foregoing. All claims arising under California Labor Code §§201, 202, 203, 204, 208,
7 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 246, 248, 248.2, 248.5, 248.6, 510, 512, 558, 1174,
8 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802; 8 C.C.R. §11090, Sections 3, 4, 7, 9, 11, 12,
9 18, or otherwise applicable, similar provisions of other IWC Wage Orders; 8 C.C.R. §3395;
10 California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289;
11 California Code of Civil Procedure §1021.5; and related claims under the applicable provisions of
12 the Fair Labor Standards Act (29 U.S.C. §§201, et seq.). All remedies associated with any of the
13 claims described herein, including but not limited to compensatory, consequential, incidental,
14 liquidated, and punitive damages; penalties; restitution; interest; costs; attorneys' fees; and,
15 injunctive or other equitable relief.

16 c. The “Aggrieved Employees” are defined as all persons who, during the
17 PAGA Period, (a) were directly employed by either Defendant Shannon Bros. Co. or SBC Logistics,
18 Inc. in California, and (b) who worked for either Defendant Shannon Bros. Co. or SBC Logistics,
19 Inc. as a non-exempt employee. The PAGA Period is defined as the period between January 22,
20 2022 to the date of Preliminary Approval, January 29, 2026.

21 d. The “Released PAGA Claims” are defined as all claims for civil penalties
22 recoverable under PAGA relating to: unpaid wages (including claims for failure to pay minimum
23 wages, straight time wages, overtime and double-time compensation); the timeliness of wage
24 payments (whether regular or final wages); the calculation of the regular rate of pay, including
25 claims for unpaid overtime wages, paid sick leave, or other pay as a result of the improper
26 calculation of the regular rate of pay; the failure to provide compliant meal, rest, and recovery
27 periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery
28 period laws (including the failure to make premium payments at all, or failure to make premium

1 payments at the correct rate of pay); the provision of wage statements, including the accuracy or
2 substance thereof; the failure to maintain accurate employment records; the failure to reimburse
3 necessary business expenses; and, the deduction of wages. Claims for civil penalties for violations
4 of California Labor Code §§201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 226, 226.7, 246, 248,
5 248.2, 248.5, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8
6 C.C.R. §11090, Sections 3, 4, 7, 9, 11, 12, 18, or otherwise applicable, similar provisions of other
7 IWC Wage Orders; 8 C.C.R. §3395. This release shall apply to civil penalties provided for in, but
8 not limited to, California Labor Code §§203, 210,225.5, 226,226.3, 248.5, 558, 1174.5, 1197.1, 8
9 C.C.R. §11090, Sec. 20, and other default civil penalties for the Released PAGA Claims available
10 under California Labor Code §2699. All remedies associated with any of the claims described
11 herein, including but not limited to civil penalties; costs; attorneys' fees; and, injunctive or other
12 equitable relief.

13 17. Class Counsel are awarded attorneys' fees in the amount of \$105,750.00 comprised
14 of attorneys' fees in the amount of Ninety Thousand Seven Hundred Fifty Dollars and Zero Cents
15 (\$90,750.00) and reimbursement of costs and expenses in the amount of Fifteen Thousand Dollars
16 and Zero Cents (\$15,000.00). Class Counsel shall not seek or obtain any other compensation or
17 reimbursement from Defendants, Plaintiff, or members of the Class.

18 18. The payment of the Class Representative Service Award to the Plaintiff in the amount
19 of \$5,000.00 is approved.

20 19. The payment of \$7,950.00 to the Settlement Administrator for Claims
21 Administration Expenses is approved.

22 20. The PAGA Settlement of \$20,000.00 is hereby approved as fair, reasonable,
23 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
24 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
25 or collusion.

26 21. Final Judgment is hereby entered in this action. The Final Judgment shall bind each
27 Participating Class Member.

28 ///

1 22. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of California
2 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

3 23. The Court further finds and determines that Class Counsel satisfied California Labor
4 Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under
5 the Private Attorney General Act ("PAGA") on October 22, 2025.

6 24. The Court orders Class Counsel to comply with California Labor Code § 2699(1)(3)
7 by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of
8 this Order.

9 25. The Agreement is not an admission by Defendant, nor is this Final Approval Order
10 and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
11 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
12 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
13 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
14 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
15 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
16 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
17 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
18 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
19 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
20 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
21 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
22 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
23 or issue preclusion or similar defense as to the claims being released by the Settlement.

24 26. Notice of entry of this Final Approval Order and Judgment shall be given to Class
25 Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of
26 entry of this Final Approval Order and Judgment to individual Class Members and the Final
27 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
28 in the Notice Packet.

1 27. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
2 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
3 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
4 connection with the distribution of settlement benefits.

5 28. If the Settlement does not become final and effective in accordance with the terms
6 of the Settlement, it shall result in the return and/or retention of the Gross Settlement Amount to
7 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
8 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
9 be vacated.

10 **IT IS SO ORDERED.**

Ordered pursuant to the Court's 9/24/26
adopted tentative ruling.

11 DATED: September 24, 2026
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14 _____
Hon. David Mathias
15 JUDGE OF THE SUPERIOR COURT
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