

► Maria Halmadjian
(SIGNATURE)

PLAINTIFF/PETITIONER: Janeth Rincon, et al.
 DEFENDANT/RESPONDENT: Arctic Cooling System, LLC

CASE NUMBER:
 CIVSB2205435

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
****PLEASE SEE ATTACHED PROOF OF SERVICE****

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 18, 2026

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



Deven Launchbaugh

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Timothy B. Del Castillo (SBN: 277296)
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Bryce Q. Fick (SBN: 322951)
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Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 15 2026

BY Jessica Garcelz
JESSICA GARCELZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JANETH RINCON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; JOHNNY
SALAZAR, GABRIELLA GONZALEZ,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

ARCTIC COOLING SYSTEMS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2205435

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 15, 2026

Time: 1:30 p.m.

Dept: S17

Action Filed:

February 10, 2022

FAC Filed:

June 9, 2025

Jury Trial Date:

None Set

**[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION AND PAGA
SETTLEMENT**

1 The above-referenced class action (the “Action”) had a hearing before the Court on
2 July 15, 2026 on Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement
3 (“Final Approval Motion”) and entry of Final Order and Judgment (“Final Order”), consistent
4 with the Court’s Order Pursuant to Stipulated Settlement of Class and PAGA Claims entered
5 November 7, 2025 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of
6 Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) in the Action,
7 and due and adequate notice having been given to all Class Members as required in the
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
9 had herein and otherwise being fully informed and good cause appearing therefore, it is
10 hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement submitted with the Motion for Preliminary Approval and Motion for Final
14 Approval.

16 2. Consistent with the definitions provided in the Settlement Agreement and the
17 Preliminary Approval Order, the terms “Class” and “Class Members” shall mean: all current
18 and former hourly-paid or non-exempt employees who worked for Defendants within the State
19 of California at any time during the period from March 6, 2020 through Preliminary Approval.

21 3. For purposes of the Settlement and this Final Order and Judgment, “Released
22 Parties” as referenced herein and as released in the Settlement shall mean, consistent with the
23 definition in the Settlement:

24 Arctic Cooling Systems, LLC, and all of its past and present officers,
25 directors, shareholders, unit holders, managers, employees, agents,
26 principals, heirs, representatives, accountants, auditors, consultants, and its
27 respective successors and predecessors in interest, subsidiaries, affiliates,
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1 parents and attorneys.

2 4. This Court has jurisdiction over the subject matter of this Action and over all
3 Parties to this Action, including all Class Members.

4 5. Except as set forth in the Settlement Agreement and this Final Order and
5 Judgment, Plaintiffs JANETH RINCON, JOHNNY SALAZAR, and GABRIELLA
6 GONZALEZ ("Plaintiffs"), and all members of the Class, shall take nothing by their
7 complaints in this Action.
8

9 6. Distribution of the Class Notice directed to the Class Members as set forth in
10 the Settlement Agreement and the other matters set forth therein has been completed in
11 sufficient conformity with the Preliminary Approval Order. Pursuant to the Court's direction,
12 the Settlement Administrator, Phoenix Class Action Administration Solutions ("Phoenix"),
13 mailed the Court-approved Class Notice to all forty-three (43) Settlement Class Members. The
14 Notice provided due and adequate notice of the proceedings and of the matters set forth
15 therein, including the proposed Settlement, to all persons entitled to such Notice, including
16 individual notice to all Class Members who could be identified through reasonable effort, and
17 the best notice practicable under the circumstances, and the Notice fully satisfied the
18 requirements of due process. All Class Members and all Released Claims are covered by and
19 included within the Settlement Agreement and this Final Order and Judgment.
20

21 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
22 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
23 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
24 standards and applicable requirements for final approval of this class action settlement under
25 California law, including the provisions of California Code of Civil Procedure section 382 and
26 California Rule of Court 3.769.
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1 8. The Court hereby approves the Settlement set forth in the Settlement Agreement
2 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
3 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
4 has been reached as a result of intensive, serious, and non-collusive arm's length negotiations,
5 including a private mediation with mediator Lisa Klerman, Esq. The Court further finds that
6 the Parties have conducted extensive investigation and research, and counsel for the Parties
7 are able to reasonably evaluate their respective positions. The Court also finds that Settlement
8 at this time will avoid additional substantial costs, as well as avoid the delay and risks that
9 would be presented by the further prosecution of the Action. The Court has reviewed the
10 benefits that are being granted as part of the Settlement and recognizes the significant value to
11 the Class Members. The Court also finds that the Class is properly certified as a class for
12 settlement purposes only.
13

14 9. The terms and provisions of the Settlement Agreement, the release of the
15 Released Claims (as defined in the Settlement Agreement), and this Final Order and Judgment
16 are binding on all the Participating Class Members (i.e., Class Members who have not
17 submitted a timely and valid Request for Exclusion), as well as their heirs, executors and
18 administrators, successors, and assigns, and those terms shall have res judicata and other
19 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained
20 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
21 involve matters that were or could have been raised in the present Action and are encompassed
22 by the release of the Released Claims for Class Members set forth in the Settlement
23 Agreement.
24

25 10. As of the date of entry of this Final Order and Judgment, each and every of the
26 Released Class Claims (as defined in Section 1.35 of the Settlement Agreement) of each and
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1 every Participating Class Member (i.e., each Class Member who has not submitted a timely
2 and valid Request for Exclusion) is and shall be deemed to be conclusively released as against
3 Defendant and the Released Parties. The “Released Class Claims” means:

4 all claims, demands, rights liabilities that were pled in any of the complaints
5 in this matter, or which could have been pled in any of the complaints in this
6 matter based on the factual allegations alleged therein and that arose during
7 the Class Period, including all of the following claims for relief: (a) failure
8 to pay all wages owed, including minimum and overtime wages; (b) failure
9 to provide proper meal periods, and to properly provide premium pay in lieu
10 thereof; (c) failure to provide proper rest periods, and to properly provide
11 premium pay in lieu thereof; (d) failure to provide complete, accurate,
12 and/or properly formatted wage statements; (e) waiting time penalties; (f)
13 failure to timely pay all wages during employment; (g) failure to reimburse
14 all reasonable and necessary business expenses; (i) unfair business practices
15 that could have been premised on the claims, causes of action, or legal
16 theories of relief described above or on any of the claims, causes of action,
17 or legal theories of relief pleaded in the operative complaints in the Related
18 Actions; (j) all claims under the Private Attorneys General Act of 2004 as
19 set forth in Plaintiffs’ PAGA Notices to the Labor and Workforce
20 Development Agency (“LWDA”) that could have been premised on the
21 claims, causes of action, or legal theories described above or any of the
22 claims, causes of action, or legal theories of relief pleaded in the operative
23 complaints in the Related Actions; (k) any other claims or penalties under
24 the wage and hour laws pleaded in the operative complaints in the Related
25 Actions; and (l) all damages, penalties, interest, and other amounts
26 recoverable under said claims, causes of action, or legal theories of relief in
27 the Actions. The release period for Settlement Class Members covers the
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1 period from March 6, 2020 through the Preliminary Approval Date. The res
2 judicata effect of the Judgment will be the same as that of the Release.

3 As of the date of entry of this Final Order and Judgment, each and every Participating
4 Class Member, along with the Class Representatives, has hereby released and is forever barred
5 and permanently enjoined from prosecuting any of the Released Class Claims against
6 Defendant and the Released Parties. The release period for Settlement Class Members covers
7 the period from March 6, 2020 through the Preliminary Approval Date. The res judicata effect
8 of the Judgment will be the same as that of the Release.
9

10 11. The Court hereby finally approves the PAGA settlement. As of the date of entry
11 of this Final Order and Judgment, each PAGA Member is deemed to have released the
12 “Released PAGA Claims” (as defined in Section 1.36 of the Settlement Agreement), which
13 means:
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15 any and all causes of action and factual or legal theories/allegations for civil
16 penalties that were alleged in Plaintiffs’ notice letters to the LWDA, and in
17 the operative complaint in the Actions, or that could have been based on the
18 factual or legal theories/allegations, including but not limited to all of the
19 following claims for relief: (a) failure to pay all wages owed, including
20 minimum and overtime wages; (b) failure to provide proper meal periods,
21 and to properly provide premium pay in lieu thereof; (c) failure to provide
22 proper rest periods, and to properly provide premium pay in lieu thereof; (d)
23 failure to provide complete, accurate, and/or properly formatted wage
24 statements; (e) failure to timely pay wages at termination; (f) failure to
25 timely pay all wages during employment; (g) failure to reimburse all
26 reasonable and necessary business expenses; (h) any of the claims, causes of
27 action, or legal theories of relief pleaded in the operative complaint in the
28 Actions; and (i) any resulting claim for attorneys’ fees and costs and civil

1 penalties under PAGA, Labor Code section 2698 et seq.

2 The release period for PAGA Members covers the PAGA Period from September 16,
3 2020 through the Preliminary Approval Date. PAGA Members may not opt out of the PAGA
4 portion of the Settlement.

5 12. Neither the Settlement nor any of the terms set forth in any Stipulation is an
6 admission by Defendant, or any of the other Released Parties, nor is this Final Order and
7 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
8 Defendant, or any of the other Released Parties. Neither this Final Order and Judgment, the
9 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
10 the Settlement Agreement is, may be construed as, or may be used as, an admission by or
11 against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability
12 whatsoever. The entering into or carrying out of the Settlement Agreement, and any
13 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
14 to be evidence of, an admission or concession with regard to the denials or defenses by
15 Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
16 action or proceeding in any court, administrative agency or other tribunal for any purpose
17 whatsoever other than to enforce the provisions of this Final Order and Judgment, the
18 Settlement Agreement, the Released Claims, or any related agreement or release.

19 13. The Court finds the settlement payments provided for under the Settlement
20 Agreement to be fair and reasonable in light of all of the circumstances. The Court orders the
21 calculations and the payments to be made and administered in accordance with the terms of
22 the Settlement Agreement.

23 14. The Court hereby confirms Castle Law: California Employment Counsel, PC,
24 and Lawyers for Justice, PC, as Class Counsel in the Action, and confirms Plaintiffs Janeth
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1 Rincon, Johnny Salazar, and Gabriella Gonzalez as Class Representatives.

2 15. Pursuant to the terms of the Settlement, and the authorities, evidence and
3 argument submitted by Class Counsel, the Court hereby affirms and approves the Gross
4 Settlement Amount of \$75,000.00 ("Gross Settlement Amount"), and awards Class Counsel
5 attorneys' fees in the amount of \$18,750.00 (25% of the Gross Settlement Amount), and
6 attorneys' litigation costs in the amount of \$22,129.06, which shall be paid from the Gross
7 Settlement Amount as final payment for and complete satisfaction of any and all attorneys'
8 fees and costs incurred by and/or owed to Class Counsel and any other person or entity related
9 to the Action. The Court further orders that the award of attorneys' fees and costs set forth in
10 this Paragraph shall be administered pursuant to the terms of the Settlement Agreement; any
11 allocation of attorneys' fees and costs between and among Class Counsel shall be made
12 pursuant to a separate and independent agreement between Class Counsel.
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14 16. The Court also hereby approves and orders a Class Representative Enhancement
15 Award to Plaintiff and Class Representative Janeth Rincon in the amount of \$3,000.00, to
16 Plaintiff and Class Representative Johnny Salazar in the amount of \$3,000.00, and to Plaintiff
17 and Class Representative Gabriella Gonzalez in the amount of \$3,000.00 (\$9,000.00 total)
18 from the Gross Settlement Amount.
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20 17. The Court also hereby approves and orders payment from the Gross Settlement
21 Amount for actual settlement administration expenses incurred by the Settlement
22 Administrator, Phoenix Class Action Administration Solutions, in the amount of \$4,250.00.
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24 18. The Court also hereby finally approves the PAGA settlement in the amount of
25 \$15,000.00, with 75% (\$11,250.00) to be paid to the Labor and Workforce Development
26 Agency and 25% (\$3,750.00) to be distributed to PAGA Members on a pro rata basis
27 according to pay periods worked during the PAGA Period from September 16, 2020 through
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1 the Preliminary Approval Date.

2 19. The Court also hereby approves and orders that to the extent any Participating
3 Settlement Class Member fails to cash a settlement check within one hundred eighty (180)
4 days of issuance, the uncashed funds, including any accrued interest, subject to Court
5 approval, shall be provided to the State of California Unclaimed Property Fund in the name of
6 the Class Member.

7
8 20. The Court also hereby orders that, in accordance with Paragraph 3.24 of the
9 Settlement Agreement, no later than thirty (30) days after the Effective Date, Defendant shall
10 provide to the Settlement Administrator the Gross Settlement Amount of \$75,000.00, and the
11 Settlement Administrator shall distribute all payments in accordance with the terms of the
12 Settlement Agreement. This is a non-reversionary Settlement, and no portion of the Gross
13 Settlement Amount shall revert to Defendant.

14
15 21. Pursuant to California Code of Civil Procedure section 664.6, the Court retains
16 jurisdiction of all matters relating to the interpretation, administration, implementation,
17 effectuation, and enforcement of this Final Order and Judgment, and the Settlement.

18 22. The parties shall bear his, her, its, or their own respective attorneys' fees and
19 costs, except as otherwise provided in the Settlement Agreement and this Final Order and
20 Judgment.

21 23. The Court enters final judgment in the Action in accordance with the Settlement
22 and this Final Order and Judgment, subject to the Court's retention of continuing jurisdiction
23 over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court
24 3.769(h) solely for purposes of (a) enforcing the Agreement, (b) addressing settlement
25 administration matters, and (c) addressing such post-Judgment matters as may be appropriate
26 under court rules or applicable law.
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24. The Court hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order. The Court hereby sets the settlement compliance hearing on April 8, 2027, at ^{8:30 AM.}~~1:30 p.m.~~ in Department S17 of this Court.

LET THIS JUDGMENT BE FORTHWITH ENTERED.

IT IS SO ORDERED.

Dated: July 15, 2026


Hon. Joseph T. Ortiz
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900 Glendale, California 91203.

On August 18, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Ryan Crosner ryan.crosner@ogletreedeakins.com
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Attorneys for Plaintiffs and the Class

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 18, 2026, at Glendale, California.


Deven Launchbaugh