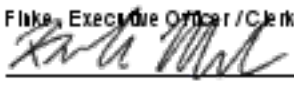


02/05/2026

Clerk of the Court, Executive Officer / Clerk of the Court

By:  Deputy
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[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

DAVID MENCHACA, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ABODE SERVICES; and DOES 1 through
20, inclusive,

Defendant.

JESSICA COSTILLA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ABODE SERVICES, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 22CV009389 (Lead Case)
Consolidated with Case No. 22CV014896

ASSIGNED FOR ALL PURPOSES TO:
Hon. Somnath Raj Chatterjee, Dept. 21

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date: October 21, 2025
Time: 2:30 p.m.
Dept.: 21

Menchaca Action Filed: April 1, 2022
Costilla Action Filed: July 22, 2022
Trial Date: None Set

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Attorneys for Plaintiff DAVID MENCHACA, individually
and on behalf of all others similarly situated

1 **~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND**
2 **PAGA SETTLEMENT AND JUDGMENT**

3 The Motion for Final Approval of Class Action and PAGA Settlement (the “Final
4 Approval Motion”) as set forth in the February 2025 Class Action Settlement Agreement (the
5 “Settlement Agreement”) came for hearing on October 21, 2025, in Department 21 of the Superior
6 Court of California for the County of Alameda, located at 1225 Fallon Street, Oakland, CA 94612.
7 On April 14, 2025, the Court entered an order granting preliminary approval of the settlement. The
8 Final Approval Motion was unopposed by Defendant Abode Services (“Defendant”). Having
9 considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other
10 materials properly before the Court and having conducted an inquiry pursuant to California Rules
11 of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all Parties in
12 good faith, and the Settlement Agreement is approved. Due and adequate notice having been given
13 to the Class, and the Court having considered the Settlement Agreement, all papers filed and
14 proceedings had herein and all oral and written comments received regarding the proposed
15 settlement, and having reviewed the record in this Litigation, and good cause appearing,

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 17 1. The Court grants final approval of the Settlement Agreement.
- 18 2. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
19 defined terms as set forth in the Settlement Agreement.
- 20 3. The Court has jurisdiction over the subject matter over this Action, the Class
21 Representatives, the Class Members, and Defendant.
- 22 4. The Court finds that the distribution of the Class Notice, as provided for in the
23 Order Granting Preliminary Approval of Class Action and PAGA Settlement, constituted the best
24 notice practicable under the circumstances to all Class Members and fully met the requirements of
25 California law and due process under the Constitution of the State of California and United States
26 Constitution. Based on evidence and other material submitted, the actual notice to the Class was
27 adequate and reasonably calculated, under the circumstances, to apprise Settlement Class Members
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1 of the pendency of the action, the terms of the proposed settlement, and of their right to appear,
2 object to, or exclude themselves from the proposed settlement.

3 5. The Court finds that the instant Action presented a good faith dispute of the claims
4 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
5 the Class Members included the alleged (1) failure to pay all overtime; (2) failure to provide
6 proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and
7 permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum
8 wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages
9 during employment; (7) failure to provide accurate wage statements; (8) failure to maintain
10 requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections
11 2800 and 2802; (10) unfair business practices; and (11) claims for civil penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA”).

13 6. One (1) Class Member requested Exclusion from the Settlement following a full
14 and fair opportunity to do so, so all Class Members are entitled to payment pursuant to the
15 Settlement and this Judgment.

16 7. Zero (0) Class Members objected to the Settlement following a full and fair
17 opportunity to participate in the Final Approval Hearing.

18 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
19 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are
20 directed to perform in accordance with the terms set forth in the Settlement Agreement.

21 9. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 10. For purposes of effectuating this Order and Judgment (including the Released
24 Claims), this Court certifies and binds the following Settlement Class for settlement purposes
25 only: All persons employed by Abode in California classified as non-exempt hourly employees
26 who worked for Abode during the Class Period, defined as October 5, 2017 through the earliest of
27 (a) the date the court enters an order of preliminary approval of this settlement, (b) June 1, 2024,
28

1 or (c) the date on which the number of workweeks in the Class Period totals 105,600. Settlement
2 ¶¶ 1.6, 1.13. Excluded from the Settlement Class are persons who validly and timely exclude
3 themselves using the procedures set forth in the Settlement Agreement, as well as any judicial
4 officer who presides over this matter and members of their family.

5 11. With respect to the Settlement Class and for purposes of approving this Settlement,
6 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
7 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
8 common to the Class Members, and there is a well-defined community of interest among the Class
9 Members with respect to the subject matter of the Action; (c) the claims of the Class
10 Representatives are typical of the claims of the Class Members; (d) the Class Representatives have
11 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
12 other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
13 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and
14 for the Settlement Class.

15 12. The Court further finds that the Settlement is fair, adequate, and reasonable and in
16 the best interests of the Class. The Court finds that the Parties reached the Settlement following
17 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the
18 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so
19 finding, the Court has considered all of the evidence presented, including evidence regarding the
20 strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
21 duration of further litigation; the amount offered in the Settlement; the extent of investigation and
22 discovery completed; and the experience and views of Class Counsel.

23 13. By this Judgment, the Class Representatives shall release, relinquish, and
24 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation of
25 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
26 Released Claims, as defined in the Settlement Agreement.

27 ///

1 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
2 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
3 Settlement (i) is or may be deemed to be or may be used by the Plaintiffs or Class Members as an
4 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
5 wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be
6 deemed to be or may be used by the Plaintiffs or Class Members as an admission of, or evidence
7 of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal,
8 or administrative proceeding in any court, administrative agency, or other tribunal.

9 15. Plaintiffs and all Class Members, shall have, by operation of this Order and
10 Judgment, fully, finally and forever released, relinquished and discharged Released Parties from
11 all Settled Claims, as set forth in the Settlement Agreement. Class Members shall be forever
12 barred and enjoined from prosecuting any of the Settled Claims against the Released Parties
13 whether or not they actually receive or cash individual Settlement Payment checks or individual
14 PAGA Payment checks and shall not be entitled to any further payment or any personal relief of
15 any kind from any Released Parties including any payment for damages, wages, compensation,
16 commissions, fees, costs, reimbursements, penalties, or interest on account of the Settled Claims.

17 16. The State of California, including the California Labor and Workforce
18 Development Agency ("LWDA"), by and through Plaintiffs David Menchaca and Jessica Costilla,
19 PAGA Representatives, shall by operation of this Order and Judgment, fully, finally and forever
20 released, relinquished and discharged Released Parties from all settled PAGA Claims, as set forth
21 in the Settlement Agreement.

22 17. The Gross Settlement Amount to be paid under the Settlement Agreement is
23 \$1,350,000.00. From this amount, Class Counsel collectively sought an award of attorney fees of
24 up to \$472,500.00, litigation expenses of up to \$30,000.00, third party administration costs of up
25 to \$15,000.00, a Class Representative Service Payment to Plaintiffs of \$10,000.00 each for a total
26 of \$20,000.00, and \$50,000.00 for PAGA penalties, \$37,500.00 of which is paid to the California
27 Labor and Workforce Development Agency ("LWDA") and \$12,500.00 to eligible aggrieved
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1 employees who were employed during the PAGA Period as set forth in the Settlement Agreement.
2 Defendant does not oppose these requests.

3 18. The Court finds that the adjusted amounts for the attorney fees, litigation costs and
4 expenses, third party administration costs, Class Representative Service Payment, and allocation
5 toward PAGA penalties set forth below are fair, reasonable, and appropriate in light of the services
6 and work performed, costs incurred and to be incurred, and the results achieved in this Action.

7 19. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
8 awards the payments set forth below from the Settlement Amount:

9 A) \$405,000.00 to Class Counsel for attorney fees, with 10% or \$40,500.00 of
10 the attorney fees to be kept in the administrator's trust fund until completion of the distribution
11 process and Court approval of a final accounting;

12 B) up to \$26,258.97 to Class Counsel for litigation costs and expenses;

13 C) up to \$15,000.00 to Phoenix Settlement Administrators for third party
14 administration costs;

15 D) \$15,000.00 to Plaintiffs as Class Representative Service Payments
16 (comprised of \$7,500.00 to each Plaintiff);

17 E) \$50,000.00 for PAGA civil penalties (\$37,500.00 to paid to the California
18 Labor and Workforce Development Agency ("LWDA"), representing 75% of the amount
19 allocated toward PAGA civil penalties and the remaining 25% of PAGA civil penalties, in the
20 amount of \$12,500.00, will be for distribution to the PAGA aggrieved employees on a *pro*
21 *rata* basis who were employed during the PAGA Period as set forth in the Settlement Agreement);
22 and

23 F) After deducting the foregoing payments from the Settlement Amount, the
24 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
25 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

26 ///

27 ///

20. The Settlement Administrator is directed to calculate the Class Members' Individual Class Payment from the Net Settlement Amount and the PAGA Aggrieved Employees' share of the \$12,500.00 PAGA Penalty Payment and issue all payments within and in accordance with the Settlement Agreement and the timeline set forth below:

October 22, 2025	The Effective Date occurs
October 29, 2025	The Settlement Administrator shall provide Defendant with wiring instructions for funding the QSF and the amount for employer-side taxes relating to the wage payments of the Individual Payment Amounts.
December 22, 2025 ¹ March 23, 2026 ² June 22, 2026 ³	<u>Defendant's Funding Timeline</u> Defendant funds the QSF as follows: (1) Four-Hundred and Fifty Thousand Dollars (\$450,000.00) to be paid sixty (60) days after the Effective Date of this settlement; (2) Four-Hundred and Fifty Thousand Dollars (\$450,000.00) to be paid ninety (90) days after first payment; and (3) Four-Hundred and Fifty Thousand Dollars (\$450,000.00) to be paid one-hundred and eighty (180) days after first payment.
April 13, 2026	<u>Initial Issuance of Checks to Class</u> Within 21 days after Abode makes the first and second installment payments totaling \$900,000, the Settlement Administrator shall issue payments for all Individual Class Payments, Individual PAGA Payments, and the LWDA Payment.

¹ Because the 60th day after the October 22, 2025, Effective Date falls on a Sunday (December 21, 2025), the first installment deadline is deemed due Monday, December 22, 2025.

² Because the 90th day after the December 22, 2025, first payment falls on a Sunday (March 22, 2026), the second installment deadline is deemed due Monday, March 23, 2026.

³ Because the 180th day after the December 22, 2025, first payment falls on a Saturday (June 20, 2026), the third installment deadline is deemed due Monday, June 22, 2026.

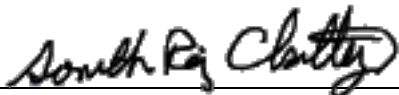
July 13, 2026	<u>Issuance of Attorney Fees/Costs/Administrative Expenses</u> Within 21 days after Abode makes the third installment payment, the Settlement Administrator shall issue payments for the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Ten percent (10%) or \$40,500.00 of the attorney fees shall be kept in the administrator's trust fund until completion of the distribution process and Court approval of a final accounting.
July 12, 2026	<u>Initial Check Void Date & Redistribution of Uncashed Checks to Class</u> Deadline for Class Members to cash checks for first issuance of Settlement Proceeds is 90 days after issuance. Settlement Administrator shall redistribute the uncashed Settlement Proceeds to Class Members and aggrieved employees who cashed their payments from the initial distribution.
_____, 2026 (90 days after date of second issuance of settlement check by the Settlement Administrator)	<u>Re-Issued Checks Void Date & Distribution to Cy Pres</u> Deadline for Class Members to cash checks for second issuance of Settlement Proceeds. Settlement Administrator shall issue the uncashed check fund to Alameda Boys & Girls Club following Court approval of a final accounting.
August 10, 2026	Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were actually made.
August 17, 2026	Compliance Hearing.

1 21. Ninety (90) calendar days after the first issuance of Settlement Proceeds,
2 undeposited checks from the initial distribution of Settlement Proceeds will be redistributed to
3 Class Members and aggrieved employees who cashed their payments from the initial distribution
4 of Settlement Proceeds. Ninety (90) calendar days after the second issuance of Settlement
5 Proceeds, undeposited checks from the second distribution will be cancelled and voided.
6 Settlement Proceeds remaining shall be delivered to Alameda Boys & Girls Club by the
7 Settlement Administrator following Court approval of a final accounting.

8 22. This document shall constitute a Judgment for purposes of California Rule of Court
9 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class
10 Representatives, the Class Members, and Defendant for the purposes of supervising the
11 implementation, enforcement, construction, administration, and interpretation of the Settlement
12 Agreement and this Judgment.

13
14 **IT IS SO ORDERED.**

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16 DATED: 02/05/2026



Honorable Somnath Raj Chatterjee
Judge of the Superior Court
S. Raj Chatterjee / Judge

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for LippSmith LLP, whose business address is 555 S. Flower Street, Suite 3000, Los Angeles, CA 90071.

On October 29, 2025, I served the foregoing document(s) **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT** to the following parties in this action as follows:

☒ (BY ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at their electronic notification addresses. 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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2281 Lava Ridge Court, Suite 130

Roseville, CA 95661

Attorneys for Defendant ABODE SERVICES

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

3
4 Executed on October 29, 2025 in Los Angeles, California.

5 

6 _____
7 NIKI B. SMITH [nbs@lippsmith
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/09/2026
PLAINTIFF/PETITIONER: David Menchaca	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Abode Services	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 22CV009389

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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ctomlins@fmglaw.com

JESSICA L. CAMPBELL
Aegis Law Firm, PC
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MARA A. SACKMAN
LEWIS BRISBOIS BISGAARD & SMITH LLP
Mara.Sackman@lewisbrisbois.com

Dated: 02/09/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk