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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KENNETH WARTA JR. and MICHAEL MUNOZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

LOZANO PLUMBING SERVICES, INCORPORATED, a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2304541

[Assigned for All Purposes to the Hon. Harold W. Hopp, Dept. 1]

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: November 10, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: August 29, 2023

Plaintiffs Kenneth Warta Jr. and Michael Munoz's (collectively, the "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on November 10, 2026, at 8:30 a.m., in Department 1 of the Superior Court of California, County of Riverside, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiffs and Defendant Lozano Plumbing Services, Incorporated ("Defendant," and together with Plaintiffs, the "Parties"), a copy of which is attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**. On July 20, 2026, this Court issued an Order Granting Plaintiffs' 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 July 20, 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 employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the Class Period.

3. "Class Period" means the period from August 29, 2019, to July 20, 2026.

4. The Court appoints Plaintiffs Kenneth Warta Jr. and Michael Munoz as Class Representatives for settlement purposes only.

5. The Court appoints John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, Giancarlo A. Recinos, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers 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. One Class Member, Javier Tellez, objected to the Settlement. The written objection did not state what the Class Member was objecting to. As of the date of this filing, ILYM Group, Inc. has not received the requisite paperwork for the deficient objection.

8. Two Class Members requested exclusion from the Settlement, Jairo A Izguerra and Johnny Zarate.

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 Aggrieved Employees will release the PAGA claims released 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 Plaintiffs notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than fourteen (14) days after the Court's Final Approval of the Settlement as defined in the Settlement Agreement, Defendant will transfer the Gross Settlement Amount of $800,000.00 to the Administrator.

14. Within fourteen (14) after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiffs Kenneth Warta Jr. and Michael Munoz in the amount of $10,000.00 each ($20,000.00 total).

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $40,000.00 with the LWDA to receive 75% ($30,000.00), and the remaining 25% ($10,000.00) to be distributed to Aggrieved Employees, defined means a person

employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant from September 22, 2022, to July 20, 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 $266,666.66, and the reimbursement of litigation costs in the amount $23,933.41. 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 for settlement administration services in the amount of $7,500.00 to the Administrator, ILYM Group, Inc.

20. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

21. Effective on the date when Defendant fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Release by Participating Class Members Who Are Not Aggrieved Employees: "Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures, and Unfair Business Practices. Except as set forth in

Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

(b) Release by Non-Participating Class Members Who Are Aggrieved Employees: "The claims released by Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative PAGA Complaint and the PAGA Notice, including, e.g. Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, and Failure to Indemnify Employees for Expenditures."

22. "Released Parties" means Defendant and each of its former and present directors, officers, members, and investors.

23. The Parties and 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 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiffs' 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 Settlement Compliance Hearing is set for _____, at _____a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department 1of the above-captioned Court.

28. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT