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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ, an individual, on behalf of herself and others similarly situated,

PLAINTIFF,

v.

BALDA C. BREWER, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2219827

[Case Assigned for All Purposes to Hon. Kevin Lee in Dept. S26]

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

Date: October 27, 2026
Time: 8:30 AM
Dept.: S26

Complaint Filed:	September 8, 2022
FAC Filed:	December 20, 2022
Trial Date:	None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The above captioned Action is a class and representative action lawsuit brought by Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez ("Class Representative" or "Plaintiff") against Defendant BALDA C. BREWER, INC. ("Defendant"). The Motion for Final Approval of Class Action Settlement came before this Court, on October 27, 2026.

WHEREAS, Judge Kevin C. Lee granted preliminary approval of the Class Action and PAGA Settlement Agreement ("Agreement"), attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit "1", on June 15, 2026.

WHEREAS, Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez has applied to the Court for an order granting final approval of the Agreement.

WHEREAS, the Agreement sets forth the terms and conditions for the proposed Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The Court having read and considered Plaintiff's Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys' Fees and Costs; the Declarations of Kelsey M. Szamet, Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez; and Taylor Mitzner of Phoenix Class Action Administration Solutions; and the supporting documents annexed thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

1. The Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement;

2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and in compliance with California Code of Civil Procedure, the California and United States Constitutions (including the due process clauses), the California Rules of Court and any other applicable law, and in the best interest of each of the Parties and the Settlement Class Members and is hereby finally approved in all respects.

3. The Parties are hereby directed to perform the terms of the Settlement as described in the Agreement according to its terms and provisions.

4. The Agreement is binding on Plaintiff and all other Settlement Class Members,

except those who timely and properly filed Request for Exclusion, as well as their heirs, executors and administrators, successors and assigns.

5. There are zero (0) valid requests for exclusion.

6. There are no objectors to the Agreement.

7. It is ordered that the Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Agreement: (i) there are questions of law and fact common to the Settlement Class Members which, as to the Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Settlement Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Class is hereby made final. The Class is defined as:

> "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods in California during the Covered Period, and those individuals working at Balda C. Brewer, Inc. on an hourly basis through a staffing agency, for one or more pay periods in California during the Covered Period." (the "Class").

10. The "Covered Period" is the period from September 8, 2018 to October 6, 2024.

11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are defined as: "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods

during the PAGA Period in the State of California, and those individuals working for Balda C. Brewer, Inc. on an hourly basis through a staffing agency, in California for one or more pay periods during the PAGA Period." (the "Aggrieved Employees" or "PAGA Employees")

12. The PAGA Period means the period of September 8, 2021 to October 6, 2024.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Participating Class Member who are not Aggrieved Employees shall fully release and discharge the Released Parties pursuant to the following release:

> "any and all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the Operative Complaint, or any claims through the Covered Period which could have been asserted based on the facts alleged in the Operative Complaint, including without limitation to, any and all claims (1) pled in the Operative complaint, including Labor Code sections 510, 1174, 1194, 1199 (OT and Wages), 226.7, 512 (Meal and Rest), 226 (itemized wage statements), 203 (waiting time), 210 and 2802 (unreimbursed expenses); (2) all claims that could have been pled based on facts alleged; and (3) all related PAGA claims. Close date on the release is October 6, 2024. (collectively, the "Released Class Claims"). Except as set forth in Section 6.3 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 Covered Period."

15. Pursuant to the Agreement, upon entry of this Final Order, Non-Participating Class Members Who Are Aggrieved Employees shall fully release and discharge the Released Parties pursuant to the following release:

> "all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the amended LWDA Letter dated January 15, 2025 (collectively, the "PAGA Claims") that arose during the PAGA Period."

16. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

17. The Agreement provides that the Gross Settlement Amount is two million five hundred thousand dollars and zero cents ($2,500,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley Szamet Employment Lawyers as Class Counsel in the Action.

20. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, $833,333.33 shall be paid for attorney fees and $23,343.19 shall be paid for litigation costs.

21. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Gross Settlement Amount, a $15,000.00 Class Representative Enhancement Payment shall be allocated to Class Representative Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez.

22. The unopposed application of Class Counsel for claims administration fees to Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement Amount, $26,650.00 shall be paid for settlement administration fees.

23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

24. The Court approves the PAGA Penalties in the amount of $20,000.00. The Court approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development Agency ("LWDA") in the amount of $15,000.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of $5,000.00 shall be allocated to the Net Settlement Amount for distribution to the Settlement Class Members.

25. If a Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Administrator to be re-allocated to all those Class Members who did cash their Settlement checks during the 180 day period. The cost of mailing these checks to the participating Class Members shall be deducted from the amounts left in uncashed checks. If there is not enough left to ensure that each Class Member receiving a check get at least $25.00 after the cost of the administration is deducted, or if any of the second round of checks are not cashed, the Administrator shall transmit the residue represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties agree upon and propose Bet Tzedek as a cy pres recipient within the meaning of CCP §384.

26. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

27. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction

over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

29. This Final Order shall constitute a final judgment.

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 5, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

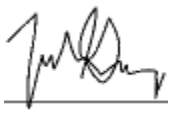
COZEN O'CONNOR
Walter M. Stella
wstella@cozen.com
Brett Greving
bgreving@cozen.com
388 Market Street, Suite 1000
San Francisco, CA 94111
Attorneys for Defendant

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

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

Executed on October 5, 2026, at West Hollywood, California.



Taylor Gregg