

Exhibit 1: Final Approval Order and Judgment


(SIGNATURE)

PLAINTIFF/PETITIONER: Jo-Nathan Green
 DEFENDANT/RESPONDENT: Bender Rosenthal, Inc.

CASE NUMBER:
 34-2023-00335755-CU-OE-GDS

**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:

b. Name of person served:

Street address:

City:

State and zip code:

c. 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: 02/02/2026

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
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Attorneys for Plaintiff and the Class

FILED
Superior Court of California
County of Sacramento
02/02/2026
T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JO-NATHAN GREEN, 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,

Plaintiff,

vs.

BENDER ROSENTHAL, INC., a California
corporation and DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2023-00335755

Honorable Jill H. Talley
Department 23

CLASS ACTION

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: January 23, 2026
Time: 9:00 a.m.
Department: 23

Complaint Filed: March 7, 2023
FAC Filed: August 7, 2025
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley, in Department 23 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on January 23,
3 2026 at 9:00 a.m., on Plaintiff Jo-Nathan Green’s (“Plaintiff”) Motion for Final Approval of
4 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award
5 (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the
6 Class, and Freeman Mathis & Gary, LLP appeared on behalf of Defendant Bender Rosenthal,
7 Inc. (“Defendant”).

8 On November 14, 2025, the Court entered the Order Granting Preliminary Approval of
9 Joint Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action (the “Action”) in accordance with the Joint
11 Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. The Motion for Final Approval is granted in its entirety.
18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.

22 3. All citations and references to the Private Attorneys General Act of 2004,
23 California Labor Code sections 2698, *et seq.* (“PAGA”) are to the amended version of the
24 statute effective July 1, 2024.

25 4. This Court has jurisdiction over the Class Members as it pertains to the Action
26 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
27 Action as it pertains to the Action and the claims asserted in the Action.
28

1 5. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
3 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
4 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
5 The Class is hereby defined to include: all current and former hourly-paid or non-exempt
6 employees of Defendant in California employed at any time during the period from March 7,
7 2019 through January 18, 2025 (“Class” or “Class Members”).

8 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
9 defined to consist of the following individuals: all current and former hourly-paid or non-
10 exempt employees of Defendant in California employed during the period from May 15, 2024
11 through January 18, 2025 (“PAGA Employees”).

12 7. The Court finds that the Court-approved Notice of Class Action Settlement
13 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
14 Class Members of all material elements of the Settlement, of their opportunity to participate in
15 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
16 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
17 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
18 State of California, the United States Constitution, due process and other applicable law. The
19 Class Notice fairly and adequately described the Settlement and provided the Class Members
20 with adequate instructions and a variety of means to obtain additional information.

21 8. Pursuant to California law, the Court hereby grants final approval to the
22 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
23 Class as a whole. More specifically, the Court finds that the Settlement was reached following
24 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
25 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
26 arms-length negotiations between the parties. In so finding, the Court has considered all of the
27 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
28 expense, and complexity of pursuing the claims presented; the likely duration of further

litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”), are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$55,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (the “PAGA Amount”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$35,750.00 to the LWDA (the “LWDA

Payment”), and the amount of \$19,250.00 to the PAGA Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to PAGA Employees), and all PAGA Employees are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of \$7,500.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$7,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Award in the amount of \$10,000.00 to Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff for his Enhancement Award, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys’ fees in the amount of ~~\$120,750.00~~ ^{\$115,000.00} to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of ~~\$120,750.00~~ ^{\$115,000.00} to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of \$15,891.12 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,891.12 to Class Counsel

1 for reimbursement of litigation costs and expenses, in accordance with the terms and
2 methodology set forth in the Settlement Agreement.

3 17. It is hereby ordered that within thirty (30) calendar days after receiving Notice of
4 Final Approval, Defendant will make a deposit of \$86,250.00, into the qualified settlement
5 account established by the Settlement Administrator (“First Installment”). Three (3) months
6 after the deadline for funding the First Installment, Defendant will make a deposit of
7 \$86,250.00, into the qualified settlement account established by the Settlement Administrator
8 (“Second Installment”). Three (3) months after the deadline for funding the Second Installment,
9 Defendant will make a deposit of \$86,250.00, plus an amount sufficient to pay Employer Taxes,
10 into the qualified settlement account established by the Settlement Administrator (“Third
11 Installment”). Three (3) months after the deadline for funding the Third Installment, Defendant
12 will make a deposit of \$86,250.00, into the qualified settlement account established by the
13 Settlement Administrator (“Fourth Installment”). To the extent that any payment due day set
14 forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be
15 continued until the next business day, in accordance with the terms and methodology set forth in
16 the Settlement Agreement.

17 18. It is hereby ordered that within seven (7) calendar days of the funding of the
18 Second Installment, the Settlement Administrator will issue checks for the Individual Settlement
19 Payments to Settlement Class Members and the Enhancement Award to Plaintiff. Within seven
20 (7) calendar days of funding the Third Installment, the Settlement Administrator shall issue
21 checks for the LWDA Payment to the LWDA, Individual PAGA Payments to PAGA
22 Employees, and Costs to Class Counsel. Within seven (7) calendar days of funding the Fourth
23 Installment, the Settlement Administrator shall distribute Settlement Administration Costs to
24 itself and the Court approved Attorneys’ Fees to Class Counsel, in accordance with terms and
25 methodology set forth in the Settlement Agreement.

26 19. Each check issued to a Settlement Class Member and/or PAGA Employee for his
27 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
28 period of one hundred eighty (180) calendar days from the date of issuance of the check, and

1 after this time period, the check(s) shall be canceled. The leftover funds associated with checks
2 issued to Settlement Class Members and PAGA Employees, after the checks have been
3 canceled, shall be transmitted to South Sacramento Interfaith Partnership, pursuant to California
4 Code of Civil Procedure Section 384. All Settlement Class Members shall be bound by the
5 terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise
6 negotiate their Individual Settlement Payment checks. All PAGA Employees shall be bound by
7 the terms and conditions of the PAGA Settlement regardless of whether or not they cash or
8 otherwise negotiate their Individual PAGA Payment checks.

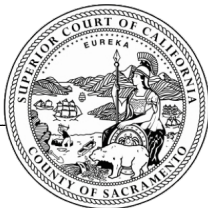
9 20. After entry of this Final Approval Order and Judgment, pursuant to California
10 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
11 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
12 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
13 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
14 with the distribution of settlement benefits.

15 21. Individualized notice of this Final Approval Order and Judgment is not required.
16 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
17 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
18 date of entry of this Final Approval Order and Judgment.

19 22. A Final Compliance Hearing is set for July 16, 2027 at
20 10:30 a.m. a.m./p.m. in Department 23. Class Counsel shall submit the Settlement
21 Administrator's accounting report regarding the status of the funding and disbursement of the
22 Settlement at least five (5) court days prior to the Final Compliance Hearing.

23 **IT IS SO ORDERED.**

24 DATE: 02/02/2026



25 *Jill Talley*
26 The Honorable Jill H. Talley
27 Judge of the Superior Court
28

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 February 2, 2026, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

Craig A. Tomlins

Dane M. Willis

FREEMAN MATHIS & GARY, LLP

2281 Lava Ridge Court, Ste. 130

Roseville, California 95661

Emails: ctomlins@fmglaw.com; dane.willis@fmglaw.com;

joseph.artieres@fmglaw.com; Nicole.stuebing@fmglaw.com

Attorneys for Defendant Bender Rosenthal, Inc.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) 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.

[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 February 2, 2026, at Glendale, California.



Andy Hernandez