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Superior Court of California
County of Santa Cruz
November 18, 2026
Clerk of the Court by Deputy,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

JUANA MATIAS, CARMEN CHAVEZ FERNANDEZ, YOLANDA MEMBRENO DE AYALA, MARIA RODRIGUEZ DE PAZ, HANNAH KNOERZER, HERIBERTO CHAVEZ RODRIGUEZ, GRACIELA LOPEZ, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

HOSPITALITY STAFFING SOLUTIONS, LLC, a Delaware limited liability company; KELLERMEYER BERGENSONS SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 23CV00490

[Assigned for all purposes to Hon. Timothy Schmal in Dept. 10]

ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, INCLUDING ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS AND JUDGMENT

Date: November 17, 2026
Time: 8:30 a.m.
Place: Department 10

Complaint Filed: February 28, 2023
Trial Date: None Set

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Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated and aggrieved

ORDER AND JUDGMENT

This matter came before the Court on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, including requests for attorneys' fees, litigation costs, settlement administration costs, and Class Representative Service Payments (the "Motion"). Having considered the Motion, the supporting evidence, the Settlement Agreement, and the notice and administration record, and good cause appearing, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order and Judgment approves and incorporates by reference the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement"). Capitalized terms not otherwise defined herein have the meanings assigned in the Settlement Agreement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (the "Class Notice"), distributed as directed by the preliminary approval order, provided the best notice practicable under the circumstances and reasonably informed Class Members of the Settlement, payment procedures, their rights to request exclusion or object, and the final approval hearing. The Court finds that notice satisfies applicable law and due process.

5. Class Members were afforded an opportunity to seek exclusion from, object to, and be heard regarding the class settlement. Class Members who have not submitted a valid and timely request for exclusion are Participating Class Members and are bound by the Released Class Claims provisions on the effective release date specified in the Settlement Agreement. Exclusion from the class settlement does not exclude an Aggrieved Employee from the PAGA settlement.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-

length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

7. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

9. The Settlement Agreement is not an admission by Defendants or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever by or against Defendants or any of the other Released Parties.

10. Except for the 9 individuals who opted out, the Court finally certifies for settlement purposes the Settlement Class of all current and former non-exempt, hourly-paid employees who worked for Kellermeyer Bergensons Services, LLC ("KBS") in California from January 20, 2022 through December 26, 2024, or for Hospitality Staffing Solutions, LLC ("HSS," and with KBS, "Defendants") in California from November 9, 2021 through December 26, 2024 (collectively, the "Class Period").

11. Plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Maria Rodriguez de Paz, Heriberto Chavez Rodriguez, Hannah Knoerzer, and Graciela Lopez are approved as Class Representatives for the Settlement Class.

12. The Court approves Class Representative Service Payments of $10,000 to each of the seven Class Representatives, totaling $70,000, payable from the Gross Settlement Amount, for their services and the general releases contemplated by the Settlement Agreement.

13. The Court confirms the appointment of Capstone Law APC, Bibiyan Law Group, P.C., James Hawkins APLC, and Haines Law Group, APC, collectively as Class Counsel for the Settlement Class, and finds that they have adequately represented the class.

14. The Court approves the $200,000 PAGA allocation from the Gross Settlement Amount. Of this amount, $150,000 (75%) shall be paid to the Labor and Workforce Development Agency ("LWDA"), and $50,000 (25%) shall be distributed as Individual PAGA Payments to Aggrieved Employees, whether or not they requested exclusion from the class settlement, based on their respective Workweeks in the applicable PAGA Period. The PAGA Period is November 9, 2021 through December 26, 2024 for HSS and January 20, 2022 through December 26, 2024 for KBS.

15. The Court awards a total of $3,250,000 in attorneys' fees (one-third of the $9,750,000 Gross Settlement Amount) and $38,677.18 in actual litigation costs and expenses to Class Counsel collectively, payable from the Gross Settlement Amount. The Court finds the fee and cost awards reasonable based on the Motion and supporting evidence. Allocation among Class Counsel shall be made in accordance with the Settlement Agreement and arrangements among Class Counsel.

16. The Court approves payment of $75,000 for settlement administration costs and expenses to CPT Group, Inc. (the "Settlement Administrator"), from the Gross Settlement Amount.

17. After deducting the Court-approved attorneys' fees, litigation costs, settlement administration costs, Class Representative Enhancement Payments, and the $200,000 PAGA allocation from the Gross Settlement Amount, the remaining Net Settlement Amount shall be distributed without reversion to Participating Class Members as Individual Class Payments, pro rata based on their Workweeks during the Class Period, as provided in the Settlement Agreement. Defendants shall separately fund employer-side payroll taxes as provided in the Settlement Agreement.

18. Upon Defendants' full funding of the Gross Settlement Amount and all employer-side payroll taxes owed on the wage portions of Individual Settlement Payments, the releases provided in the Settlement Agreement shall take effect: (a) Participating Class Members shall release the Released Class Claims against the Released Parties; and (b) all Aggrieved Employees, including persons who opted out of the class settlement, shall release the Released PAGA Claims against the Released Parties. The scope of the Released Class Claims, Released PAGA Claims, and Released Parties is as defined in the Settlement Agreement and summarized in the Class Notice. No class release binds a person who validly and timely opted out of the class settlement.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of this Judgment, the Court retains continuing jurisdiction under Code of Civil Procedure section 664.6 and other applicable law over the Parties, Participating Class Members, and Aggrieved Employees as necessary to interpret, administer, implement, and enforce the Settlement Agreement and this Judgment.

21. The Settlement Administrator shall provide notice of this Order and Judgment consistent with California Rules of Court, rule 3.771, including by posting a copy on the settlement website at www.cptgroupcaseinfo.com/HSSKBSSettlement.

22. The Court sets a compliance hearing for **June 8, 2027** at 8:30 a.m. Plaintiffs shall file a declaration from the Settlement Administrator regarding completion of settlement administration no later than 10 court days prior to the hearing. Individual Settlement Payment and Individual PAGA Payment checks shall be valid for 180 days after mailing; the Settlement Administrator shall transmit amounts represented by uncashed, canceled checks to the California State Controller's Unclaimed Property Fund in the names of the respective Class Members or Aggrieved Employees, in accordance with the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: **11/18/2026 11:52:17 AM**

Hon. Timothy Schmal
Santa Cruz County Superior Court Judge