

1 **D.LAW, INC.**
2 Enoch Kim (SBN 261146)
3 Marta Manus (SBN 260132)
4 250 N Madison Avenue, 2nd Floor
5 Pasadena, CA 91101-1639
6 Telephone: (818) 962-6465/ Fax: (818) 962-6469
7 Emails: e.kim@d.law, m.manus@d.law

8 Attorneys for Plaintiff SHARON ELIZABETH HERBERT,
9 on behalf of herself and all others similarly situated

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Superior Court of California
County of Sonoma
7/20/2026 10:42
Robert Oliver, Clerk of the Court
By: Griselda Zavala, Deputy Clerk

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SONOMA**

13 SHARON ELIZABETH HERBERT, on
14 behalf of herself and all others similarly
15 situated,

16 Plaintiffs,

17 v.

18 FRIEDMAN'S HOME IMPROVEMENT, a
19 California corporation; and DOES 1 to 10,
20 inclusive,

21 Defendants.

CLASS ACTION

Case No.: 23CV01246

Assigned for All Purposes To:
Hon. Oscar A. Pardo
Dept. 19

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVES' SERVICE
AWARD**

Date: July 8, 2026
Time: 3:00 p.m.
Dept.: 19

Original Complaint Filed: October 27, 2023
First Amended Complaint Filed: January 3, 2024
Trial Date: None Set

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), filed with this Court on January 22, 2026.

On July 8, 2026, this Court conducted a Final Settlement Fairness Hearing (the “Hearing”) under Rule 3.769 of the California Rules of Court and this Court’s March 3, 2026, Order Granting Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary Approval Order”). At the Hearing, the Court adopted its July 7, 2026, Tentative Ruling. Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

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

4. Pursuant to this Court’s March 17, 2026, Order Granting Preliminary Approval, Class Members means “all non-exempt employees employed by Defendant in California at any time from October 27, 2019, through July 13, 2025 (the “Class Period”). It shall be an opt-out class.”

5. Aggrieved Employees means “all non-exempt employees employed by Defendant

1 in California any time from October 27, 2022, through July 13, 2025 (the “PAGA Period”).”

2 6. The Class Notice given to the Class Members fully and accurately informed the
3 Class Members of all material elements of the proposed Settlement and of their opportunity to
4 object to or comment thereon and was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process, and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided Class Members
8 adequate instructions and a variety of means to obtain additional information; provided Class
9 Members with a full opportunity and the means to seek exclusion; and described to Class
10 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
11 full opportunity has been afforded to the Class Members to participate in the Final Approval
12 Hearing, and all Class Members and other persons wishing to be heard have been heard.
13 Accordingly, the Court determines that all Class Members are bound by this Order and
14 Judgment. There are zero (0) objections and four (4) valid and timely requests for exclusion to
15 the class portion of the Settlement.

16 7. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
20 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
21 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
22 considered all evidence presented, including evidence regarding the strength of the Plaintiff’s
23 case; the risk, expense, and complexity of the claims presented; the likely duration of further
24 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
25 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
26 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
27 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
28 Settlement Class and hereby directs implementation of all remaining terms, conditions, and

provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of \$2,200,000.00.

9. The Court hereby approves the Net Settlement Amount of \$1,496,633.97.

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$616,000.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

11. The Court hereby approves reimbursement of litigation costs of \$27,366.03 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Rust Consulting Inc., in the amount of \$20,000.00.

13. The Court hereby approves Class Representative Service Award in the amount of \$10,000.00 to Plaintiff Sharon Elizabeth Herbert in consideration and exchange for her contributions to the Class. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of \$30,000.00 to the settlement of the PAGA claims, of which \$22,500.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$7,500.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The following individuals who submitted a valid and timely request for exclusion are excluded from the settlement: Melissa Tarrant, Shayna Fields, Leaann Lo Grande and Britny Logrande.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

19. If (i) any of the Participating Class Members are current employees of the Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is

1 returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
2 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those
3 settlement distribution checks delivered to the Participating Class Members at their place of
4 employment.

5 20. Upon entry of Judgment by the Court in accordance with the Settlement
6 Agreement:

7 a. All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of
10 action that were alleged, or reasonably could have been alleged, based on the facts alleged in the
11 Operative Complaint, which occurred during the Class Period, including: failure to pay minimum
12 wage; failure to pay overtime; failure to provide meal periods; failure to authorize and permit
13 rest breaks; failure to timely pay wages during employment; failure to timely pay final wages
14 upon separation from employment; failure to reimburse for business expenses; failure to provide
15 complete and accurate wage statements; unfair business practices; California Labor Code
16 sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
17 1197, 1197.1, 1198, 2802; and IWC Wage Order Nos. 1, 3, 5, 7, 9, 12. Except as Set Forth in
18 Paragraph 66 of the Settlement Agreement, Participating Class Members do not release any other
19 claims, including claims for vested benefits, wrongful termination, violation of the Fair
20 Employment and Housing Act, unemployment insurance, disability, social security, workers'
21 compensation, or claims based on facts occurring outside the Settlement Period (the "Released
22 Class Claims"). The Released Class Claims apply to claims arising during the Class Period
23 (October 27, 2019, through July 13, 2025).

24 b. All Aggrieved Employees are deemed to release, on behalf of themselves and
25 their respective former and present representatives, agents, attorneys, heirs, administrators,
26 successors and assigns, the Released Parties from all claims for PAGA penalties that were
27 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
28 Complaint and the PAGA Notice, which occurred during the PAGA Period ("Released PAGA

Claims”), including those claims for civil penalties under PAGA for underlying violations of the California Labor Code for: failure to pay minimum wage; failure to pay overtime; failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay wages during employment; failure to timely pay final wages upon separation from employment; failure to reimburse for business expenses; failure to provide complete and accurate wage statements; unfair business practices; California Labor Code sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and IWC Wage Order Nos. 1, 3, 5, 7, 9, 12. The Released PAGA Claims apply to claims arising during the PAGA Period. The Released PAGA Claims do not include any Aggrieved Employees’ individual (*i.e.* non-representative) claims for wages or damages. The Released PAGA Claims apply to claims arising during the PAGA Period (October 27, 2022, through July 14, 2025).

21. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission that any of the allegations against Defendant had merit or a determination of liability by or against Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns, whether in their individual or official capacities, to any of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

22. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney’s fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

23. By operation of the entry of this Order, as of the Effective Date, the parties are

ordered to perform their respective duties and obligations under the Settlement Agreement.

24. The date for the Final Compliance (Nonappearance) Hearing is March 17, 2027, at 3:00 p.m. Plaintiff shall file the declaration of the Administrator regarding distribution of settlement funds one week prior to the Final Compliance Hearing.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Sharon Elizabeth Herbert, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Sharon Elizabeth Herbert, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: 7/20/2026



Honorable Oscar A. Pardo
Judge of the Superior Court