ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 315664
NAME: Benjamin Haber; Daniel Kramer (SBN 314625); Giancarlo Recinos (SBN 282836)
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CITY: Los Angeles STATE: CA ZIP CODE: 90017
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E-MAIL ADDRESS: daniel.kramer@wilshirelawfirm.com, giancarlo.recinos@wilshirelawfirm.com
ATTORNEY FOR (*name*): Plaintiff Zachary Schenk

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
STREET ADDRESS: 161 North First Street
MAILING ADDRESS: 161 North First Street
CITY AND ZIP CODE: San Jose, 95113
BRANCH NAME: Old Courthouse

CASE NUMBER: 23CV424953

PLAINTIFF/PETITIONER: Zachary Schenk
DEFENDANT/RESPONDENT: Smith's GTS, Inc.
OTHER:

JUDICIAL OFFICER: Beth McGowen

PROPOSED ORDER (COVER SHEET)

DEPT: 22

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
   Plaintiff Zachary Schenk

2. Title of the proposed order:
   [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement

3. The proceeding to which the proposed order relates is:
   a. Description of proceeding: Motion for Final Approval
   b. Date and time: November 19, 2026 at 1:30 p.m.
   c. Place: Downtown Superior Court at 161 N. First Street, San Jose CA, 95113

4. The proposed order was served on the other parties in the case.

Giancarlo Recinos
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

Form Adopted for Mandatory Use
Judicial Council of California
EFS-020 [Rev. February 1, 2017]

PROPOSED ORDER (COVER SHEET)
(Electronic Filing)

Cal. Rules of Court,
rules 2.252, 3.1312
www.courts.ca.gov

CASE NAME:	CASE NUMBER:
Zachary Schenk v. Smith's GTS, Inc.	23CV424953

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action.**

   a. My residence or business address is *(specify):*
   660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017

   b. My electronic service address is *(specify):* dariane.rose@wilshirelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

   a. On *(name of person served) (If the person served is an attorney, the party or parties represented should also be stated.):*
   Sean Bothamley, Esq. (sean.bothamley@jacksonlewis.com) and Valyn Torres (valyn.torres@faegredrinker.com)

   b. To *(electronic service address of person served):* listed above

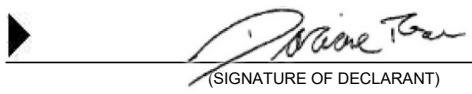
   c. On *(date):* 10/23/2026

[x] Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/23/2026

Dariane Rose
(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ZACHARY SCHENK, individually, on behalf of all others similarly situated, the State of California, and other aggrieved persons

Plaintiff,

v.

SMITH'S GTS, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV424953

[Assigned for All Purposes to the Honorable Beth McGowen, Dept. 22]

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

Final Approval Hearing:
Date: November 19, 2026
Time: 1:30 p.m.
Dept.: 22

Complaint filed:	October 26, 2023
FAC filed:	April 15, 2024
Trial date:	Not Set

Plaintiff Zachary Schenk's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on November 19, 2026, at 1:30 p.m., in Department 22 of the Superior Court of California, County of Santa Clara, located at 161 North First Street, San Jose, CA 95113. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Smith's GTS, Inc. ("Defendant," and together with Plaintiffs, the "Parties"), a copy of which is attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On May 21, 2026, this Court issued an Order Granting Plaintiff's 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 May 21, 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 past and present non-exempt employees in the state of California who worked for Defendant at any time during the Class Period.

3. "Class Period" means the period from October 26, 2019, to August 23, 2024.

4. The Court appoints Plaintiff Zachary Schenk as Class Representative for settlement purposes only.

5. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern and

Giancarlo A. Recinos 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. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

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 Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. "Effective Date" is defined as: (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed, or that any timely objections have

been withdrawn, thirty (30) calendar days have passed since the Court has entered a final order and judgment certifying the Settlement Class, and approving the Settlement; (ii) in the event that one or more timely objections has/have been filed and not withdrawn, then fifteen (15) days after the passage of the applicable date for an objector to seek appellate review of the trial court's order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement shall be final fifteen (15) days after the applicable appellate court has rendered a final decision or opinion affirming the trial court's final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

14. Defendant shall fully fund the Gross Settlement Amount of $220,000.00 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

15. Within fourteen (14) days after Defendant fully funds the GSA and the Effective Date has passed, 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.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Zachary Schenk in the amount of $5,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $5,000.00 with the LWDA to receive 75% ($3,750.00), and the remaining 25% ($1,250.00) to be distributed to Aggrieved Employees, defined as a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee

who worked for Defendant from December 12, 2022, to August 23, 2024. 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 $77,000.00, and the reimbursement of litigation costs in the amount $16,398.27. 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 Administration Expenses Payment in the amount of $6,590.00 to the Administrator, Apex Class Action, LLC.

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 Administrator will transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid at Work.

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

(a) Release by Participating Class Members: "All 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 any and all claims asserted or that could have been asserted based on the facts pled in the operative complaints, including but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final

wages at termination, failure to furnish accurate itemized wage statements, failure to produce requested employment records, and failure to indemnify employees for expenditures based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders. 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 Aggrieved Employees: "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including any and all claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, failure to produce requested employment records, and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period."

(c) "Released Parties" means Defendant and its respective present and former owners, officers, managers, managing agents, insurers, vendors, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives.

22. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

23. 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.

24. 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.

25. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's 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.

26. 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 22 of the above-captioned Court.

27. A final report from the 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 BETH MCGOWEN
JUDGE OF THE SUPERIOR COURT