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FILED
Clerk of the Superior Court
SEP 30 2026
By: B. Delgado, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JEROD GOLDMAN, in his representative capacity, on behalf of the State of California, the general public, and all aggrieved employees,

Plaintiff,

v.

BILL HOWE PLUMBING INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00019731-CU-OE-CTL

[*Assigned for All Purposes to the Honorable Marcella O. McLaughlin*]

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT AND REQUEST FOR AWARD OF ATTORNEYS' FEES, COSTS, ENHANCEMENT AWARD, AND SETTLEMENT ADMINISTRATION EXPENSES

[IMAGED FILE]

Date: September 24, 2026
Time: 9:30 a.m.
Dept: C-72
Judge: Hon. Marcella O. McLaughlin

Complaint Filed: April 26, 2024
Trial Date: None set

[*Notice of Motion; Memorandum of Points and Authorities; and the Declarations of Vilmarie Cordero and Jerod Goldman are filed concurrently herewith*]

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On September 24, 2026, at 9:30 a.m., this matter came before the Honorable Marcella O. McLaughlin in Department C-72 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101, on Plaintiff Jerod Goldman's ("Plaintiff") Unopposed Motion for Approval of PAGA Settlement and Request for Award of Attorneys' Fees, Costs, Enhancement Award, and Settlement Administration Expenses ("Approval Motion"). Each party appeared at the hearing through their respective counsel of record.

Having duly considered all papers, evidence, and oral arguments in this matter to date, including Plaintiff's Approval Motion and good cause appearing,

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

1. All the terms used herein shall have the same meaning as defined in the parties' PAGA Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Vilmarie Cordero.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. Plaintiff provided notice to the Labor and Workforce Development Agency (the "LWDA") on February 20, 2024, and is authorized to act as a private attorney general with respect to the PAGA claim being released under the terms of the Settlement.

4. The LWDA was provided with notice of the Settlement and Plaintiff's Approval Motion on September 1, 2026, and no objection has been received to the Settlement or the Approval Motion from the LWDA. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

5. The Settlement Agreement is not an admission by Defendant Bill Howe Plumbing, Inc., or by any other Released Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

6. In accordance with California Labor Code § 2699(s)(2), the Court has reviewed the

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Settlement Agreement. The Court APPROVES the Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount of $187,500. The Court finds that the allocation of civil penalties for the claim under PAGA is fair, reasonable, and appropriate, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

7. The Settlement covers Plaintiff and all Aggrieved Employees, defined as all current and former non-exempt employees who held the position of Plumber with Defendant in the State of California at any time from February 20, 2023 until August 28, 2026.

8. The Court has considered the authorities and evidence presented by Plaintiff and based thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

- To Plaintiff's counsel, ARCH Legal, P.C., an award of $62,625 in attorneys' fees (representing 35% of the Gross Settlement Amount) and $12,720.25 in costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.
- To Plaintiff, an Enhancement Award of $2,500. The Court finds that Plaintiff's time, effort, and participation in this lawsuit justify this payment.
- To Apex Class Action, LLC, the parties' proposed settlement administrator, a payment not to exceed $3,740, to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

9. The amount remaining of the Gross Settlement Amount following these deductions is the Net Settlement Amount of approximately $102,914.75. The Net Settlement Amount shall be disbursed to the LWDA and the Aggrieved Employees pursuant to the terms of the Settlement Agreement. Specifically, the Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees.

10. It is hereby ordered that the Settlement Administrator will distribute the individual settlement payments to Aggrieved Employees, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

11. Each individual PAGA settlement payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be

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canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the *cy pres* recipient Make a Wish Foundation.

12. Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

13. The Action is hereby DISMISSED WITH PREJUDICE.

14. As of and subject to the occurrence of the Effective Date, and in consideration for the Gross Settlement Amount, the claims settled, fully released, and forever discharged by Plaintiff and the State of California (through Plaintiff as a Private Attorney General) constitute any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, as well as all claims that could have been pled arising out of the same operative facts, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code including but not limited to sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 558, 1174, 1174.5, 1194, 1194.1, 1197, 1197.1, 1198, and 2802 for failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, overtime, and/or double time wages; failure to timely pay all wages due during and upon separation of employment; failure to provide accurate itemized wage statements; failure to maintain accurate records; and failure to reimburse for business expenses (the "Released PAGA Claims"). The Released PAGA Claims shall cover the period of February 20, 2023 until August 28, 2026.

15. The "Released Parties" means Defendant Bill Howe Plumbing, Inc., and each of its parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

16. It is ORDERED that Plaintiff and the State of California shall be prohibited and permanently enjoined from pursuing, in any fashion, the Released PAGA Claims against any of the Released Parties.

17. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and Judgment only represent a compromise of disputed allegations.

18. In accordance with Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769, this document shall constitute a final judgment and this Court shall retain exclusive and

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continuing jurisdiction over the Action, the parties, and the Aggrieved Employees for purposes of addressing (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and/or (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in the Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 9/30/2026

Honorable Marcella O. McLaughlin
San Diego County Superior Court

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