BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

EDWARD YOUNG, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. MAINSPRING ENERGY, INC., a corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **24-CIV-01894** **NOTICE OF ENTRY OF JUDGMENT** Judge: Hon. Nancy L. Fineman Dept: 4 Date Filed: March 27, 2024 Trial Date: Not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on November 13, 2025, the Court signed the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: November 24, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On November 24, 2025, I served the document(s) described as:

1. Notice of Entry of Judgment

_X_ (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

PERKINS COIE LLP
Heather M. Sager
HSager@perkinscoie.com
505 Howard Street, Suite 1000
San Francisco, California 94105

Heather L. Shook
HShook@perkinscoie.com
1201 Third Avenue, Suite 4900
Seattle, Washington 98101-3099
cc: Jessica Porras - JPorras@perkinscoie.com

Attorneys for Defendant

_X_ (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

_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 November 24, 2025, at La Jolla, California.

By: *__/s/ Kyle Nordrehaug__*
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

Attorneys for Plaintiff

Electronically
FILED
By Superior Court of California, County of San Mateo
ON 11/21/2025
By /s/ Nelson, Ashlee
Deputy Clerk

Electronically
RECEIVED
10/30/2025
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

EDWARD YOUNG, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. MAINSPRING ENERGY, INC., a corporation; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 24-CIV-01894** **[*REVISED* ~~PROPOSED~~] FINAL APPROVAL ORDER AND JUDGMENT** Hearing Date: October 28, 2025 Hearing Time: 2:00 p.m. Judge: Hon. Nancy L. Fineman Dept: 4 Courtroom: 4C Date Filed: March 27, 2024 Trial Date: Not set

The unopposed motion of Plaintiff Edward Young ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Mainspring Energy, Inc. ("Defendant"), Class Counsel Fees and Class Counsel Litigation Expenses, Class Representative Service Payment, and the expenses of the Administrator duly came on for hearing on October 28, 2025 before the Honorable Nancy L. Fineman. The Court posted a tentative ruling which was not contested. The Court rules on plaintiff's unopposed motion for final approval of class action settlement and award of attorneys' fees, service award and costs as follows:

The Court Grants Approval of the Settlement

On May 13, 2025, the court granted preliminary approval to this class and PAGA (Private Attorney General Act) settlement. The court signed the order on May 22, 2025. The action alleges wage and hour violations. According to the preliminary approval motion, it was estimated that there are approximately 230 class members, who worked 15,507 workweeks. The proposed settlement amount is $450,000. The settlement is estimated to provide $1,100 to each class member, or $16.31 per workweek. The settlement will provide a payment of $7,500 to the California Labor and Workforce Development Agency (LDWA) (i.e., 75% of the $10,000 amount allocated to resolve the PAGA allegations). The remaining $2,500 shall be distributed amongst Aggrieved Employees. The LDWA has not objected to the settlement.

In ruling on settlements involving class and PAGA claims, this court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."]; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 [" 'The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.' "].)

In reviewing the evidence presented and conducting its independent review, the court finds that all the conditions for final approval have been met. The court gives final approval to the settlement, including the allocation between the class and PAGA settlement. (Code of Civ. Proc., § 382; *Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 470.)

According to the declaration of Madely Nava from Apex Action, LLC, the court approved claims administrator, counsel for the defendant gave Apex aa class list of 257 individuals, 248 of which were class members and 187 were Aggrieved Employees. (Nava Decl., ¶¶ 5.) Apex mailed to all 257 names and remailed with updated addresses to ten of the thirteen returned addresses and there are three addresses now considered undeliverable. (*Id*., ¶¶ 6-10.) There have been no requests to opt out and no requests for exclusion. (*Id*., ¶¶ 11, 12.) The class is ascertainable in that the class members have already been identified by defendant and they received notice of the settlement. Nava also provided updated information about the highest and lowest payments for both the class and PAGA payments (assuming the court approves all requested fees and costs.) (*Id*., ¶¶ 14-15.) According to counsel, there is an average recovery of $1,024.23 per class member and a recovery of $14.91 per work week. (Blumenthal Decl., ¶ 8(d).) Plaintiff's counsel used an expert to calculate damages and counsel estimates that the class settlement is about 40% of the maximum value of the damages of the class. (*Id*., ¶ 8(d); Nordrehaug, ¶ 6.)

There is a community of interest in that common questions of law and fact predominate involving whether defendant properly calculated employee compensation. For settlement purposes, this community of interest is sufficient. Plaintiff/class representative Edward Young's claims are typical of the class claims because he is alleged to have suffered the same injury as other class members. Young adequately represents the class, as set forth in his declaration and in having experienced class counsel. The settlement avoids the risk of the uncertainty of litigation. The settlement is fair, adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain more from a trial must be balanced against the risk of not having a class certified, receiving less than the settlement, including a defense verdict, the time and money that it would take to take the case to trial and through a potential appeal, and the potential for a change in law. The court in granting preliminary approval discussed the risks and benefits of the settlement. The case was mediated with experienced employment mediator, Michael Dickstein, and the fact that there were no objections or opt-outs out and the LDWA did not object strongly supports approval of the settlement. The court approves the settlement.

ATTORNEYS FEES

Plaintiff's counsel requests attorneys' fees of one-third or $150,000.00. The court awards 30% or $135,000.00.

The court in reviewing the facts of this case finds that 30% award is appropriate. (*Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503 (*Lafitte*) ["33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"]; *Chavez v. Netflix*, *supra*, 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the benefits].)

While a common fund fee is appropriate here, even a proper common fund-based fee award should be reviewed through a lodestar cross-check. (*Lafitte*, *supra*, 1 Cal.5th at p. 503.) Plaintiff's counsel shows a lodestar of $90,932.50 with anticipated further fees of $20,000.00 (Blumenthal Decl., ¶ 12.)

The declaration of Norman Blumenthal provides the background of the attorneys at the firm. (Blumenthal Decl., Ex. 1.) Thus, an award of $135,000.000 is in line with the lodestar. In reviewing the evidence submitted, the court finds that the hourly rates are reasonable. Counsel rely on the Laffey Matrix. (Blumenthal Decl., ¶ 12.) The court is familiar with the use of the Laffey index which may be used by the trial court (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702.) However, Blumenthal makes an adjustment for Southern California, but this case is in the San Mateo Superior Court, which is in Northern California. (Blumenthal Decl., ¶ 12.) " 'The reasonable hourly rate is that prevailing in the community for similar work.' " (See *Tidrick v. FCA US LLC* (2025) 112 Cal.App.5th 1147, 1157 [quoting *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095].) Blumenthal makes no effort to show the reasonable hourly rates in San Mateo County, which is part of the San Francisco Bay Area. This court, however, may use its own experience to determine the value of attorneys' fees. (*Spencer v. Collins* (1909) 156 Cal. 298, 306 ["The value of attorney's services is a matter with which a judge must necessarily be familiar. When the court is informed of the extent and nature of such services, its own experience furnishes it with every element necessary to fix their value."]; *Reynolds v. Ford Motor Company* (2020) 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its discretion in using 'the prevailing market value in the community for similar legal services' relying on its personal knowledge and familiarity with the area legal services, as the 'touchstone' for determination" of the reasonable hourly rates.'" (citations omitted)].). This court had extensive experience in class action and other common fund cases while an attorney and has made decisions about attorneys' fees and costs frequently during her time as a judicial officer. The court finds the hourly rates reasonable.

The court reviewed the work performed by the attorneys and overall concludes that overall the hours spent were reasonable. The court points out that 4.5 hours were spent to draft a PAGA only complaint, which seems like a significant amount of time for a complaint that appears to the court to be substantially similar to most PAGA complaints and has very few specific facts about plaintiff's work or defendant's practices. (First Amended Complaint filed Mar. 11, 2025.) There are other entries for pleadings that seem to be common pleadings in wage-and-hour class actions and PAGA claims where there are more hours than the court would anticipate are necessary. If the court was basing the fee award solely on the billing records, it would probably have decreased some time. However, since the court is only conducting a cross-check, it simply concludes that the lodestar confirms in the court's mind that the fee award of 30% is reasonable. The court acknowledges the work that plaintiff's counsel performed and commends it for not running up billing in the case and only points out the issues of billing to support its decision on the fee award.

There were no novel issues in this case. Plaintiff paid the mediation fee on March 27, 2024, the same day the case was filed, immediately began working on a request for stay pending mediation, and attended mediation on November 21, 2024. (Blumenthal Decl., Ex. 3.) There was never any formal discovery or motion practice, only one case management conference and no trial date. The risk of not obtaining any recovery was minimal. The court in making the fee award takes into account that counsel has had to wait for payment. The court notes that the Laffey Matrix gives rates for 2025. (Blumenthal Decl., Ex. 4.)

COSTS

The court approves the costs of $ 26,367.60 to class counsel as reasonable and necessarily incurred. The court also approves the fees of $5,990.00 to Apex as reasonable and necessarily incurred.

SERVICE FEE AWARD

Young requests $10,000 as a fee award, but the court awards Young $5,000.00 as a reasonable service fee award. The court acknowledges the important role he played in the litigation. While he signed a general release, he provides no facts to demonstrate that he had any claim different than the class members. While the court is aware of reputation harm, the law protects an employee from being retaliated against by an employer and if plaintiff believes that any employer is retaliating against him for being a plaintiff in this lawsuit, he shall notify his counsel who shall immediately notify the court. The court has not been advised at any time during the course of this litigation of any alleged retaliation. *Gentry v. Superior Court* (2007) 42 Cal.4th 443 (overruled on other grounds in *Iskanian v. CLS Transportation, Los Angeles, LLC* (2014) 59 Cal.4th 348) discusses the fear of retaliation as a reason an employee might not bring a lawsuit, but our Supreme Court agreed with defendant that the statistics demonstrated that enforcement mechanisms to sanction retaliation were working. (*Id*. at pp. 460-461.) The court acknowledges the 30-40 hours that Young states that he spent on the case and an incentive award gives him $125.00 per hour for 40 hours of work. He did not have to sit for a deposition, respond to discovery or attend the mediation or any court hearings.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of San Mateo, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of is Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000.00) and the terms set forth in the Agreement are fair, reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On May 22, 2025, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last-known addresses on or about June 26, 2025. Mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was August 25, 2025, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Participating Class Members to participate in this hearing, and all Participating Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion ("Participating Class Members") are bound by the Settlement and this Final Approval Order and Judgment, provided that Aggrieved Employees

will released the PAGA Released Claims as set forth in the Agreement, and will be send a portion of the PAGA Payment, regardless of whether they opt out of the Settlement.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Michael E. Dickstein, an experienced mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. Class Counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. No requests for exclusion were received.

e. The participation rate was high. 248 Participating Class Members will be mailed a settlement payment, representing 100% of the overall Class.

9. The consideration to be given to the Participating Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Participating Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is finally approved as fair, adequate and reasonable and in the best interests of the Class Members.

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

11. From the Gross Settlement Amount, an award of $135,000 for Class Counsel's attorneys' fees, representing one-third of the Gross Settlement Amount, and $20,000 for Class

Counsel's litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payment in the reduced amount of $5,000 from the Gross Settlement Amount to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payments to be made to the Participating Class Members and the PAGA Payments to the LWDA and to Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $5,990 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of $10,000.00, which shall be allocated $7,500.00 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties and $2,500.00 to the Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved

Employees" are all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (February 9, 2023 through May 22, 2025). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds and determines that the notice of the Settlement complies with the statutory requirements of PAGA. The Court finds the resolution of the PAGA Released Claims and the PAGA Penalties to be reasonable, fair, and appropriate.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

> All individuals who were employed by Defendant in California as a non-exempt employee at any time during the Class Period (March 27, 2020 through April 2, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no individuals who requested exclusion.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, 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 15 business days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of $135,000 and costs in the amount of $20,000 payable from the Gross Settlement Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of a Class Representative Service Payment from the Gross Settlement Amount in the amount of $5,000 to the Plaintiff is approved.

20. The payment of $5,990 to the Administrator for its fees and expenses from the Gross Settlement Amount is approved.

21. The PAGA Penalties amount of $10,000.00 is approved and is to be distributed from the Gross Settlement Amount and allocated in accordance with the Agreement.

22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class or representative treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Participating Class Members. The Final Approval Order and Judgment shall be posted on the Administrator's settlement website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

27. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

28. 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, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

(a) 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 the Released Class Claims. The "Released Class Claims" are all any and all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, whether known or unknown, arising during the Class Period, that were asserted, or could have been alleged, based on the facts pleaded in the Operative Complaint and/or ascertained in the course of the Action including any and all claims for: (1) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq., (2) failure to pay minimum and straight time wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for reasonable business expenses; (8) failure to pay sick wages; and (9) failure to timely pay final wages at termination. Except as expressly set forth in the 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. The "Released Parties," as used herein, are Defendant and each of its past, present, and future parents companies, subsidiaries, affiliates, divisions, and agents, and all of their respective employees, principals, managing agents, members, attorneys, directors, officers, board members, investors, partners, legal representatives, accountants, insurers, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, transferees, and assigns.

(b) All Aggrieved Employees and the State of California 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties (that occurred during the PAGA Period) that were asserted or could have been asserted, based on the facts pleaded in the Operative Complaint, and/or the PAGA Notice and/or ascertained in the course of the Action, including any and all PAGA claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for reasonable business expenses; (7) failure to pay sick wages; and (8) failure to timely pay final wages at termination. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the PAGA Period.

(c) Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge

Released Parties from the Plaintiff's Release, as set forth fully in the Agreement.

29. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

30. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

31. The Court sets a compliance hearing for September 1, 2026 at 2:00 p.m., with a compliance statement from Plaintiff to be filed by August 25, 2026.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Electronically
SIGNED
By /s/ Fineman, Nancy
11/13/2025

Dated: ________________________

HON. NANCY L. FINEMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA