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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

GIOVANNI CRESPIN, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act; and JENNIFER SIEMON, individually and on behalf of other similarly situated employees,

Plaintiffs,

vs.

JOHN OWENS SERVICES, INC., a California Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV00994

Honorable Oscar A. Pardo
Department 19

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	December 2, 2026
Time:	3:00 p.m.
Dept.:	19
Complaint Filed:	February 6, 2024
FAC Filed:	August 8, 2024
SAC Filed:	February 18, 2025
Trial Date:	Not Set

Plaintiffs Giovanni Crespin and Jennifer Siemon's (together, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs came before this Court on **December 2, 2026 at 3:00 p.m.** before the Honorable Oscar A. Pardo in Department 19 of the above-captioned Court located at Civil and Family Law Courthouse, 3055 Cleveland Avenue, Santa Rosa, California 95403.

Having received and considered the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (James S. Winn Jr.), the Class Representatives (Giovanni Crespin and Jennifer Siemon), and the Settlement Administrator (Kevin Lee on behalf of Phoenix Settlement Administrators), and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the above-captioned action and over Plaintiffs and Defendant John Owens Services, Inc. ("Defendant") (collectively, with Plaintiffs, the "Parties"), including all members of the Class.

2. The Court finds that the following Class is properly certified as a class for settlement purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification)." The "Class Period" is defined as the period from February 6, 2020 through November 3, 2025.

3. The Court appoints Plaintiffs Giovanni Crespin and Jennifer Siemon as the Class Representatives for settlement purposes only.

4. The Court appoints Jonathan M. Genish, Karen I. Gold, Noam Y. Rieffman, Marissa A. Mayhood, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as Class Counsel for settlement purposes only.

5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. 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.

7. The Settlement Agreement is not an admission by Defendant, 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.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from the Gross Settlement Amount of Enhancement Payments in the amounts of $5,000.00 each (total, $10,000.00).

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of $138,250.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of $21,835.93. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is

determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of $5,500.00 to Phoenix Settlement Administrators for performance of settlement administration services.

12. The Court approves and orders payment in the amount of $15,000.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that within five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA 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 canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work (the *cy pres* recipient) in accordance with California Code of Civil Procedure Section 384.

16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510,

558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint (Cal. Bus. & Prof. Code § 17200, *et seq*.); (ix) any claim for costs and attorneys' fees and expenses in connection therewith; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, "Released Class Claims"). Settlement Class Members who cash their checks are deemed to have waived all Released Class Claims inclusive of claims under the Fair Labor Standards Act. Settlement Class Members who do not cash their checks shall be deemed to waive all Released Class Claims except for a claim under the Fair Labor Standards Act. Released Class Claims for Settlement Class Members who worked for Defendant in California during the Class Period shall have their claims released during the Class Period.

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-

203);); (vii) failure to reimburse business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the PAGA Letter and the Operative Complaint; and (x) any claim for costs and attorneys' fees and expenses in connection therewith (collectively, "Released PAGA Claims").

18. "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on behalf of their respective heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily release and forever discharge Defendant, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys, officers, directors and agents thereof, both individually and in their business capacities (collectively, "Plaintiffs' Released Parties"), to the fullest extent permitted by law of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiffs have or may have against the Plaintiffs' Released Parties as of the date of execution of the Settlement Agreement. Plaintiffs are not waiving any rights Plaintiffs may have to: (i) Plaintiffs' respective vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of the Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing the Settlement Agreement; and (iv) enforce the Settlement Agreement. To affect a full and complete general release as described above, Plaintiffs expressly waive and relinquish their respective rights and benefits of § 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW

OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

20. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

21. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22. A Compliance Hearing Re: Final Accounting is set for _____ at _____ in Department 19 of this Court located at Civil and Family Law Courthouse, 3055 Cleveland Avenue, Santa Rosa, California 95403. The Settlement Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Oscar A. Pardo