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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIA GONZALES, an individual; ERIKA BRITO, an individual; and JESUS RODRIGUEZ, an individual; on behalf of themselves and all others similarly situated and the general public,

Plaintiffs,

vs.

PMC SOUTHWEST LLC, a limited liability company; THE ARCTICOM GROUP, LLC, a limited liability company; THE ARCTICOM GROUP REFRIGERATION, LLC, a limited company and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2409006

CLASS ACTION

[Assigned for All Purposes to:
the Hon. Winston Keh, Dept. S37]

[PROPOSED] ORDER AND JUDGMENT FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES AND COSTS

Date: December 11, 2026
Time: 8:30 a.m.
Dept: S37

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Attorneys for Plaintiff
And the proposed classes
JULIA GONZALES, ERIKA BRITO

The Motion for Final Approval of Class Action Settlement ("Motion") came before this Court on December 11, 2026, at 8:30 a.m., in Department S37 of the above-entitled court, located at the San Bernardino Justice Center located at 247 West Third Street San Bernardino, CA 92415. Plaintiffs Julia Gonzales, Erika Brito and Jesus Rodriguez ("Plaintiffs") appeared through their attorneys of record. Defendants PMC SOUTHWEST LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC. (collectively, "Defendant," "Defendants" or "Arcticom") appeared through its attorneys of record. (Plaintiffs and Defendants collectively referred to herein as the "Parties").

The Court, having considered the Class Action and PAGA Settlement Agreement (hereafter, "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Aaron Bartz in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement and having considered the Motion for Final Approval of Class Action Settlement ("Motion"), and having considered the respective points and authorities and declarations submitted by the parties in support of the Motions; and good cause appearing, HEREBY ORDERS, DECREES AND ADJUDGES AS FOLLOWS:

1. This Judgment Granting Final Approval of Class Action Settlement incorporates by reference the definitions set forth in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including Class Members.

3. This Court certifies a Settlement Class under California Code of Civil Procedure section 382 for purposes of settlement only based on the reasons set forth in this Judgment, and defined as follows:

All current and former non-exempt employees who worked in the state of California for Defendant at any time during the period beginning from January 2, 2022 through October 25, 2025.

4. Each member of the Settlement Class will release Defendant and the other Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to the terms of the Settlement Agreement.

5. The distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the settlement. No Class Member objected to the settlement, and two class members have excluded themselves from the settlement.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arms-length negotiations. Consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved.

7. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or concession by Defendant of any violations or failure to comply with applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or other

applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

8. The Gross Settlement Amount is $931,140,000. The Gross Settlement Amount shall represent the total consideration to be paid by Defendant in connection with this settlement, except that Defendant shall also pay the employer's share of payroll taxes pursuant to the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest, taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

9. The Court hereby confirms that named plaintiffs Julia Gonzales, Erika Brito and Jesus Rodriguez are approved as Class Representatives, and awards Julia Gonzales an incentive payment of $10,000, Erika Brito an incentive payment of $10,000 and Jesus Rodriguez an incentive payment of $10,000. The payments of the Class Representatives' enhancement awards shall be made in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves the following as Class Counsel: Aaron Bartz of Bartz Law Group APC, and Walter Haines of United Employees Law Group PC. The Court further awards Class Counsel the amount of $310,380 in attorneys' fees, and attorneys' costs in the amount of $31,833.55.

The Court finds that the attorneys' fees and costs are reasonable and adequate, and they shall be paid in accordance with the terms of the Settlement Agreement.

11. The Court further approves the payment of $10,500 to CPT Group, Inc. for the fees and costs of administering the settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

12. The Administrator shall promptly calculate and mail the checks to those Class Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancement as approved by the Court and in accordance with the terms of the Settlement

Agreement. The envelope transmitting the settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. If the check remains uncashed by the expiration of the 180-day period, the Administrator shall send those funds to the California State Controller Unclaimed Property Fund, to be held in the class member's name until claimed. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice to the LWDA. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from March 21, 2023 through October 25, 2025, as defined in the Settlement Agreement, and the payment of Fifty Thousand Dollars ($50,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Thirty Seven Thousand Five Hundred Dollars ($37,500) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Twelve Thousand Five Hundred Dollars ($12,500) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Twelve Thousand Five Hundred Dollars ($12,500) on a pro rata basis, based on their proportionate pay periods worked for Defendant from March 21, 2023 through October 25, 2025. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved

Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties for the violations of the California Private Attorneys General Act of 2004 that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the LWDA Letter during the PAGA Period.

14. The Parties agree that, upon final approval of the settlement, the Court shall enter Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the construction, interpretation, implementation and enforcement of the Settlement Agreement according to its terms, over the administration and distribution of the settlement proceeds, and other post-Judgment matters as are permitted by law.

15. The Administrator shall provide a notice to the Settlement Class of the judgment pursuant to California Rule of Court 3.771(b). The Administrator will provide this notice along with the mailing of the checks in a statement that provides: "Pursuant to California Rules of Court 3.771, notice is hereby given that judgment has been entered in the case of *Gonzales, et al. v. PMC Southwest LLC, a Corporation, et al.*, Case No. CIVSB2409006, San Bernardino Superior Court."

16. This Judgment shall be entered pursuant to the Settlement Agreement and is intended to effectuate the settlement as more fully described in the Settlement Agreement. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated.

17. A Final Accounting is set for _____, at _____ a.m. in Department S37 of the above-referenced Court, and no later than _____, the parties shall file and serve a compliance report.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____ _____

Hon. Winston S. Keh
Judge of the Superior Court