Electronically Received 09/04/2026 06:15 PM

FILED
Superior Court of California
County of Los Angeles
09/30/2026
David W. Slayton, Executive Officer / Clerk of Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JESUS OLMOS and RAVEN LYNCH, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

J. K. RESIDENTIAL SERVICES, INC., a California Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV26781
[*Assigned for all purposes to the Honorable Carolyn B. Kuhl, Dept. 12*]

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFF'S CLASS REPRESENTATIVE SERVICE PAYMENT, AND REQUEST FOR ATTORNEY FEES AND COSTS

[[Filed concurrently with Notice of Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities; Declaration of Haig B. Kazandjian; and Declaration of Alina Islas of Simpluris, Inc.]

HEARING INFO
Final Approval Hearing
Date: September 30, 2026
Time: 10:30 AM
Dept.: 12

Action Filed: August 21, 2024
FAC Filed: November 21, 2025
Trial Date: None

ORDER AND JUDGMENT

The motion brought by Jose Jesus Olmos and Raven Lynch (herein "Plaintiffs" or "Class Representatives" or "Representative Plaintiffs"), for an order granting final approval of class action settlement came on for hearing in Department 12 of the Spring Street Courthouse on September 30, 2026, at 10:30 a.m. This is a wage and hour Class Action and Private Attorneys General Act ("PAGA") representative action brought against Defendant J.K. Residential Services, Inc. (herein referred to as "Defendant").

The Court, having read the papers filed with regard to Plaintiff's motion for final approval of class action settlement and hearing argument regarding that motion, hereby issues this Final Approval Order and FINDS, ORDERS AND ADJUDGES:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the Participating Class Members, Aggrieved Employees, and the Labor and Workforce Development Agency ("LWDA").

2. The Court certifies the class for purposes of settlement. The class to whom this judgment applies is defined as follows: all non-exempt hourly current and former employees employed by Defendant J.K. Residential Services, Inc. in California during the Class Period of April 29, 2020 through July 7, 2025.

3. Participating Class Members means a Class Member who did not submit a valid and timely request for exclusion from the Settlement or who timely withdraws their request for exclusion.

4. The Class Period means the time period from October 15, 2020 through July 7, 2025.

5. "Action" means Plaintiff Jesus Olmos' lawsuit alleging wage and hour class claims against J.K. Residential Services, Inc. initiated on October 14, 2024, amended via a First Amended Complaint on November 25, 2025 adding Plaintiff Raven Lynch and PAGA claims, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV26781.

6. "Operative Complaint" means the First Amended Complaint that Plaintiff Jesus

Olmos filed on November 25, 2025, adding PAGA claims and Plaintiff Raven Lynch to the Class Action Complaint in Los Angeles Superior Court, Case No. 24STCV26781.

7. "Class Counsel" shall be deemed to be Haig B. Kazandjian Lawyers APC.

8. "Released Parties" collectively shall encompass Defendant together with its current and former owners, directors, managers, employees, principals, parent companies, member companies, corporate affiliates, attorneys in fact, subsidiaries, affiliates, and their current and former owners, officers, directors, members, managers, shareholders, agents, affiliates, operators, partners, employees, agents, attorneys, predecessors, representatives, court-appointed receivers, successors and assigns, and any person that could be liable for the payment of wages under Labor Code section 558.1 or any similar statute or legal authority.

9. The Court finds that the Class Action and PAGA Settlement Agreement (the "Agreement"), was entered into in good faith, is a product of arm's-length negotiations between the parties and that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds 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.

10. The Settlement Agreement is therefore finally approved and incorporated herein.

a. The Gross Settlement Amount ("GSA") is $1,200,000.00

b. The Net Settlement Fund ("Net") is $648,172.59 (GSA minus the following):

c. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys' fees in the amount of $399,960.00 and costs in the amount of $21,880.41.
The fee award is appropriate in light of the benefit obtained for the class.

d. The Court grants the requested Class Representative Service Payments of $10,000.00 to Plaintiffs Jesus Olmos and Raven Lynch (for a combined total of $20,000.00) The higher enhancement award is appropriate in light of the high average payment per class member.

e. The Settlement Administrator, Simpluris, is awarded $9,987.00 for its fees and services.

f. The Court approves the PAGA payment of $100,000.00 payable as follows:

i. $75,000.00 (75% of $100,000.00 PAGA Payment) payable to the LWDA.

ii. The Court approves payment of $25,000.00 (25% of $25,000.00 PAGA Aggrieved Employees Payment) payable to the Aggrieved Employees.

g. In addition to the GSA, Defendant will be separately responsible for any employer payroll taxes required by law.

11. The Court orders the parties to the Settlement Agreement to perform forthwith each of their obligations as set forth according to the terms of the Settlement Agreement.

12. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgement and issues a remittitur.

13. Funding of the Gross Settlement: 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 14 days after the Effective Date.

14. Distribution of GSA: Within 14 days after Defendant funds the Gross Settlement Amount, 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of taxable wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendant will separately pay employer payroll taxes they owe on the Wage

Portion. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

16. The Administrator will calculate each Individual Class Payment as follows: by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Workweeks worked by each Participating Class Member.

17. Uncashed Checks: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member 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 thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

18. The parties and the Settlement Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed Settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

19. No objections to the Settlement were filed and no Class Members timely requested to be excluded from the Class Action Settlement.

20. Accordingly, 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, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

i. Release by Participating Class Members Who Are Aggrieved Employees: 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (1) Willful Misclassification In Violation of Labor Code §§ 226.8, 2753; (2) Failure to Pay Overtime Wages, (3) Failure to Pay Minimum Wages including, but not limited to working off the clock, time rounding, autodeductions, split-shifts, working during meal breaks, working during rest breaks, and/or because of any deductions to wages (Labor Code §§ 221, 223, 1182.12, 1182.8, 1194, 1197, 1197.1, all applicable IWC Wage Orders); (4) Failure to Provide Meal Periods In Violation of Labor Code §§ 226.7 And 512; (5) Failure To Keep Accurate And Provide Wage Statements In Violation Of Labor Codes § 226 And The I.W.C. Wage Orders; (6) Failure To Pay Waiting Time Penalties In Violation Of Labor Code§ 201,202, And 203; (7) Failure To Timely Pay Earned Wages In Violation of Labor Codes§ 204 And 210; (8) Failure To Provide Rest Periods In Violation Of Labor Code § 226.7 And The I.W.C. Wage Orders; (9) Failure To Reimburse Business Expenses In Violation Of Labor Code§ 2800 And 2802, (10) Failure To Pay Reporting Time Pay In Violation Of I.W.C. Wage Orders; (11) Failure To Pay Split Shift Wages In Violation Of l.W.C. Wage Orders, (12) Failure To Provide Notice Of Paid Sick Time And Accrual In Violation Of Labor Code §246, and (13) Unlawful Business Practices In Violation Of Bus. & Prof. Code § 17200, Et Seq. In addition, all Participating Class Members who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors and assigns, release 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 and ascertained in the course of the Action including, e.g., willful misclassification of employees as independent contractors in violation of Labor Code sections 226.8, 2753, and Assembly Bill 5 ("AB5"); willful misclassification of employees as an exempt employee in violation of Labor Code 515; failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802; failure to provide notice of paid sick time and accrual in violation of Labor Code section 246; employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a). 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 clai based on facts occurring outside the Class Period.

ii. Release by Participating Class Members Who Are Not Aggrieved Employees: 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (1) Willful Misclassification In Violation of Labor Code §§ 226.8, 2753; (2) Failure to Pay Overtime Wages, (3) Failure to Pay Minimum Wages including, but not limited to working off the clock, time rounding, auto-deductions, split-shifts, working during meal breaks, working during rest breaks, and/or because of any deductions to wages (Labor Code §§ 221, 223, 1182.12, 1182.8, 1194, 1197, 1197.1, all applicable IWC Wage Orders); (4) Failure to Provide Meal Periods In Violation of Labor Code§§ 226.7 And 512; (5) Failure To Keep Accurate And Provide Wage Statements In Violation Of Labor Codes § 226 And The I.W.C. Wage Orders; (6) Failure To Pay Waiting Time Penalties In Violation Of Labor Code§ 201,202, And 203; (7) Failure To Timely Pay Earned Wages In Violation of Labor Codes§ 204 And 210; (8) Failure To Provide Rest Periods In Violation Of Labor Code § 226.7 And The I.W.C. Wage Orders; (9) Failure To Reimburse Business Expenses In Violation Of Labor Code§ 2800 And 2802, (10) Failure To Pay Reporting Time Pay In Violation Of I.W.C. Wage Orders; (11) Failure To Pay Split Shift Wages In Violation Of l.W.C. Wage Orders, (12) Failure To Provide Notice Of Paid Sick Time And Accrual In Violation Of Labor Code §246, and (13) Unlawful Business Practices In Violation Of Bus. & Prof. Code § 17200, Et Seq. 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.

iii. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are 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 Notices and ascertained in the course of the Action including, but not limited to, e.g., willful misclassification of employees as

independent contractors in violation of Labor Code sections 226.8, 2753, and Assembly Bill 5 ("AB5"); willful misclassification of employees as an exempt employee in violation of Labor Code 515; failure to provide employment records in violation of Labor Code sections 226,432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201,202, and 203; failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802; failure to provide notice of paid sick time and accrual in violation of Labor Code section 246; employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

21. The Court bars and permanently enjoins Plaintiffs, the Participating Class Members, and Aggrieved Employees from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member or aggrieved employee had or has to the extent provided in the Settlement Agreement.

22. The Parties are ordered to give notice of this order to all class members and Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrator's website.

23. The Court hereby orders Class Counsel to submit this judgment and the order granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision

(*l*)(3).

24. Recovery for Plaintiffs and the Class Members in this Action is limited to what is set forth in the Settlement Agreement and this Final Approval Order.

25. The recovery for attorneys' fees is limited to what is set forth in the Settlement Agreement and approved by the Court in this Final Approval Order.

26. **The Court hereby orders Class Counsel to file a final Report re: Distribution of the Settlement Funds to the Court by September 16, 2027. The Court sets a non-appearance case management review for September 30, 2027, at 8:30 a.m., OR for _____, 2027 at _____ a.m./p.m. in Department 12 at the Los Angeles Superior Court, Spring Street Courthouse.**

27. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the Settlement Agreement; (2) any other action necessary to conclude this Settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

28. Neither this Order granting final approval and entering Judgment, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' Settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

29. This Judgment and Order is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

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IT IS SO ORDERED.

Dated: 09/30/2026

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On September 4, 2026, I served the foregoing document(s) described as:

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFF'S CLASS REPRESENTATIVE SERVICE PAYMENT, AND REQUEST FOR ATTORNEY FEES AND COSTS

on the interested parties in this action by method indicated below:

BINDER & KALIOUNDJI LLP David S. Binder, Esq. david@binderkal.com Ian g. Sterling, Esq. ian@binderkal.com 21021 Devonshire Street, Suite 101 Chatsworth, California 91311 (818) 479-7679 (818) 479-7690 FAX	Attorneys for Defendant, J.K. Residential Services, Inc.

[X] **VIA CASEANYWHERE:** by transmitting the above-entitled document(s) on CaseAnywhere as ordered by the Court. The transmission was reported as complete without error to the e-mail address(s) set forth above.

[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 September 4, 2026, at Glendale, California.

/s/ Aren Sukiasyan

Aren Sukiasyan