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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ZAKKERY ALLEN SMITH and FAIZA SAID HAWK, on behalf of others similarly situated and the State of California under the Private Attorneys General Act, Plaintiffs, vs. GRAPHIC BUSINESS SOLUTIONS, INC. and DOES 1 through 50, inclusive, Defendant.	Case No. 37-2024-00027166-CU-OE-CTL *Hon. Euketa Oliver* *Dept. 75* **CLASS ACTION** **NOTICE OF ENTRY OF ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES AND COSTS AND ENTERING JUDGMENT** Action Filed: June 10, 2024

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TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE NOTICE THAT:

1. On October 30, 2026, at 9:00 a.m. in this Department, the Court entered the Order and Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs and Entering Judgment attached hereto as Exhibit 1.
2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal in accordance with Labor Code § 2699(s)(3).
4. Notice of the Court's final ruling and entry of judgment is hereby provided.

Respectfully submitted,

Dated: November 10, 2026

Ferraro Vega Employment Lawyers, Inc.

Conor J.D. Gómez
Nicholas J. Ferraro
Lauren N. Vega
Attorneys for Plaintiffs Zakkery Allen Smith and Faiza Said Hawk

EXHIBIT 1

FILED
San Diego Superior Court
OCT 30 2026
Clerk of the Superior Court
By: T. Bell, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ZAKKERY ALLEN SMITH and FAIZA SAID HAWK, on behalf of others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

GRAPHIC BUSINESS SOLUTIONS, INC. and DOES 1 through 50, inclusive,

Defendant.

Case No. 37-2024-00027166-CU-OE-CTL

Hon. Euketa Oliver
Dept. 75

CLASS ACTION

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

Motion for Final Approval/Attorneys' Fees:
Date: October 30, 2026
Time: 9:00 a.m.

[Filed concurrently with Plaintiffs' Notice of *Unopposed* Motion and Motion for Final Approval of Class Action Settlement, Plaintiffs' Memorandum of Points and Authorities, Declaration of Conor J.D. Gómez, Declaration of David D. Bibiyan, and Declaration of Connor Tevenan of Phoenix Settlement Administrators]

Action Filed: June 10, 2024

This matter came on for hearing on October 30, 2026, at 9:00 a.m. in Department 75 of the above-captioned Court, the Honorable Euketa Oliver presiding, on (1) Plaintiffs' Motion for Final Approval of Class Action Settlement and (2) Plaintiffs' Motion for Attorneys' Fees and Costs.

Having received and considered the Motions and supporting papers, including the Class and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. The Court, for purposes of this Order, adopts and uses all defined terms as set forth and defined in the Settlement filed in this case (the "Action").

2. The Court confirms certification, for settlement purposes only, of the Class as defined in the Settlement and approved at the preliminary approval stage.

3. Class Members are "all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period".

4. The Class Period means June 10, 2020, through July 8, 2025.

5. Aggrieved Members are "a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period".

6. The PAGA Period means May 30, 2023, through July 8, 2025.

7. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval, and the Settlement, the Class Notice was sent to each Class Member by first-class U.S. mail. The Class Notice informed the Class of the terms of the Settlement, their right to receive an Individual Class Payment and Individual PAGA Payment without any required action, their right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided for each of these procedures.

8. Zero Class Members returned a written objection to the proposed Settlement as part of the notice process or stated an intention to appear at the Final Approval Hearing and there we no

dissenting appearances from any Class Members at the hearing. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines the Class Notice procedure afforded adequate protection to the Class and provides the basis for the Court's informed decision regarding approval of the Settlement based on the response. The Court finds and determines the Class Notice provided was the best notice practicable, satisfying the requirements of law and due process.

10. For purposes of approving this Settlement only, this Court finds and concludes: (a) the proposed Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law or fact common to the proposed Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the claims; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative has and will fairly and adequately protect the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy in the context of settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate to serve as "Class Counsel" in this action.

11. The Court finds and determines the terms set forth in the Settlement are fair, reasonable, and adequate and, having found the Settlement was reached as a result of informed and non-collusive arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to effectuate the Settlement according to its terms. The Court further finds the Parties conducted extensive investigation, research, and informal discovery, and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set forth herein.

12. The Court finds and determines the Administration Expenses of $6,000 incurred by the Administrator in administering the Settlement are fair and reasonable. The Court orders these Administration Expenses be paid in accordance with the terms of the Settlement.

13. The Court finds and determines the Class Representative Service Payment of $20,000 ($10,000 to Plaintiff Smith and $10,000 to Plaintiff Hawk) is fair and reasonable. The Court orders the Class Representative Service Payment be paid in accordance with the terms of the Settlement.

14. The Court finds and determines payment to the California Labor and Workforce Development Agency of $28,125, as its 75% share of the civil penalties under the Private Attorneys General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance with the terms of the Settlement and approves the settlement of claims under the Private Attorneys General Act pursuant to Labor Code § 2699(s)(2).

15. Pursuant to the terms of the Settlement and the statutory provisions authorizing attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion for Attorneys' Fees, the Court awards Plaintiff's Counsel payment of the Class Counsel Fees Payment of $131,250 and Class Counsel Litigation Expenses Payment of $26,960.95. Class Counsel has sufficiently explained the basis for the fee award based on a percentage of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator to make these payments in accordance with the Settlement.

16. The Administrator is hereby directed to distribute the Gross Settlement Amount as contemplated under the Settlement, including any unclaimed funds which shall be sent to the *cy pres*, Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, without the need to submit a separate amended Order.

17. Without affecting the finality of this Order or the entry of judgment in any way and pursuant to C.C.P. Section 664.6, the Court retains jurisdiction of the Parties, their counsel, the Administrator, and all matters relating to the interpretation, administration, implementation, and enforcement of this Order and the Settlement.

18. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payments to Class

Members in accordance with the Settlement.

19. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the Settlement, in accordance with this Final Approval Order and Judgment.

20. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of Entry of Judgment with the Court.

21. _____

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_____.

IT IS SO ORDERED.

Date: 10/30/2026

_____
The Honorable Euketa Oliver
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULING

HEARING DATE: 10/30/2026
JUDICIAL OFFICER: EUKETA OLIVER

CASE NO.: 37-2024-00027166-CU-OE-CTL
CASE TITLE: Smith vs Graphic Business Solutions Inc [EFILE]

Plaintiffs Zakkery Allen Smith and Faiza Said Hawk's unopposed Motions for Final Approval of Class Action Settlement and Attorneys' Fees are **GRANTED.**

As a preliminary matter, Plaintiff files two motions: a Motion for Final Approval and a Motion for Attorneys' Fees. However, Plaintiff only reserved one hearing date. Plaintiff should have properly reserved two separate motion hearings. The Court will hear the Motion for Attorneys' Fees concurrent with the Motion for Final Approval; however, going forward any motion without a reservation will go off calendar. (San Diego Superior Court Local Rule 2.1.19.)

This motion seeks final approval of the parties' proposed $375,000.00 wage and hour class action and PAGA settlement. Of this amount, $37,500.00 is the PAGA portion of the settlement.

The Court granted preliminary approval of the settlement on May 22, 2026. (ROA 39.)

The settlement class is certified for purposes of settlement. The class action settlement is fair, adequate and reasonable, including the Gross Settlement Amount of $375,000.00.

Plaintiffs Zakkery Allen Smith and Faiza Said Hawk's service awards of $10,000.00 each are approved.

The requested settlement administration fee of $6,000.00 is also approved. The Court finds the costs reasonable and supported by the Declaration of Connor Tevenan. (ROA 46.)

The class consists of 109 class members. Of the notices sent, none remain undeliverable. There were no objections, no work week disputes, and no requests for exclusion. The Court finds the settlement to be fair, adequate and reasonable. (See, e.g., *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01; Cal. Rules of Ct. rule 3.769(g).) The reasonableness of the settlement is further demonstrated by the fact that there are no opposition or objections.

Plaintiffs request $131,250.00 in attorney fees and $26,960.95 in costs, which is approved. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) This is more than the lodestar and results in a .68 multiplier, which is reasonable under these circumstances based on the work set forth in the attorneys' declarations. (See ROA 44-45.) Class counsel obtained a good result on behalf of a class where 100% approved the settlement. Counsel bore the entire risk and cost of litigation on a contingency basis.

Incentive payments to class representatives "must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the "risk to the class representative in commencing suit" and any "notoriety and personal difficulties" he or she encounters as a result of the litigation. (*Id.*, at p. 1394.)

Plaintiffs have provided declarations reflecting their efforts in assisting with the prosecution of the action. (ROA 36, 37.) The incentive payments are reasonable and appropriate to compensate Plaintiffs for their efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint's factual allegations and do not extend beyond the scope of its allegations. (*Amaro*, *supra*.)

The PAGA portion of the settlement in the amount of $37,500.00 also appears fair, reasonable and adequate in terms of PAGA's purposes to remediate present labor law violations, deter future ones and to maximize enforcement of state labor laws. (*Muniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiff has also served notice of the settlement on the LWDA, who did not object. (ROA 48 at ¶ 17.)

For these reasons, the motion is **GRANTED**.

Concluding Orders

The Court sets a status conference on April 9, 2027, at 9:45 a.m. in Department 75 to confirm the completion of the settlement process.

The Court will review and sign the proposed order at ROA 49.

Plaintiff is ordered to provide notice of the Court's ruling to all parties by November 4, 2026.