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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE L HIDALGO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FABCON, INC.; TIDE ROCK HOLDINGS,
LLC, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CU002128C

ASSIGNED FOR ALL PURPOSES TO:
HON. JOEL R. WOHLFEIL

**[PROPOSED] FINAL ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND ATTORNEYS' FEES AND COSTS**

Date: November 7, 2025

Time: 9:30 a.m.

Dept: C-73

~~PROPOSED~~ FINAL ORDER

Plaintiff Jose L. Hidalgo (“Plaintiff”) and Defendant Fabcon, Inc. (“Defendant”) (Plaintiff and Defendant hereafter collectively, the “Parties”) reached a settlement subject to Court approval, which is documented in the “Class Action and PAGA Settlement Agreement and Release” between Plaintiff and Defendant attached to the declaration of Amir Seyedfarshi filed in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 1 (hereafter, the “Settlement Agreement”). On November 7, 2025, this Court conducted a Final Settlement Fairness Hearing/Final Approval Hearing pursuant to Rule 3.769 of the California Rules of Court and this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement entered herein on June 6, 2025 (the “Preliminary Approval Order”). Due and adequate notice having been given to the Settlement Class Members as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein, including Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and Attorneys’ Fees and Costs, and otherwise being fully informed of the matter, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and Attorneys’ Fees and Costs is GRANTED.

2. The Court finds that it has jurisdiction over the subject matter of this Class and California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. (“PAGA”) Action and over all parties to the Action, including Defendant, Plaintiff and all Settlement Class Members. The Court finds that it has jurisdiction over all Aggrieved Employees. The Court finds that it has jurisdiction over all persons undertaking affirmative obligations under the settlement documented by the Settlement Agreement.

3. This Final Order Granting Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and Attorneys’ Fees and Costs (“Final Approval Order”) hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all undefined capitalized terms used herein shall have the same meaning as set forth in

1 the Settlement Agreement. The terms of the settlement of this Action are fully set forth in the
2 Settlement Agreement.

3 4. For the reasons set forth in the Preliminary Approval Order, which are adopted and
4 incorporated herein by reference, this Court finds that the applicable requirements of the California
5 Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied
6 with respect to the Settlement Class Members and the settlement documented in the Settlement
7 Agreement including, without limitation, with respect to Settlement Class Member and Aggrieved
8 Employee Juan Partida.

9 5. The Court hereby makes final its earlier provisional certification of the Settlement
10 Class for settlement purposes, as set forth in the Preliminary Approval Order, and finds that the
11 Settlement Class is properly certified as a class for settlement purposes only. As set forth in the
12 Settlement Agreement, the Settlement Class in this action is defined as: All current and former
13 non-exempt employees of Defendant who were directly employed by Defendant in the State of
14 California at any time during the Class Period. The "Class Period" is defined as the period from
15 July 19, 2020 to May 16, 2025.

16 6. No Settlement Class Members have opted out or otherwise requested exclusion
17 from participating in the settlement of the Released Class Claims. No Settlement Class Members
18 have objected to the settlement of the Released Class Claims. No Settlement Class Members have
19 submitted any disputes regarding any of the data used to calculate their Individual Settlement
20 Payments.

21 7. As such, all Settlement Class Members (including, without limitation, Juan Partida)
22 are members of the Settlement Class and Participating Settlement Class Members, will fully
23 participate in the settlement documented by the Settlement Agreement (including, without
24 limitation, the settlement of the Released Class Claims), and are fully bound by the Settlement
25 Agreement, including, without limitation, the settlement of the Released Class Claims.

26 8. As of the Effective Date, regardless of whether they actually receive notice of the
27 settlement documented by the Settlement Agreement, and regardless of whether they receive any
28 payment pursuant to the Settlement Agreement, all Settlement Class Members (including, without

1 limitation, Juan Partida), and each of them, on behalf of themselves and their heirs, executors,
2 representatives, administrators, agents, insurers, successors and assigns, shall be deemed to have
3 fully and forever released and discharged the Released Parties from the Released Class Claims
4 from the beginning of time up to and including May 16, 2025, as set forth in the Settlement
5 Agreement.

6 9. For the sake of clarity, "Released Parties" is defined consistent with the definition
7 in the Settlement Agreement as Defendant and each of its former, present and future parent entities
8 (including, without limitation, Tide Rock YieldCo, LLC and Tide Rock Holdings, LLC),
9 subsidiary entities, affiliated entities and related entities, and each of their predecessors, successors
10 and assigns, and each and all of their respective former, present and future agents, managing
11 agents, officers, directors, shareholders, investors, owners, founders, lenders, members, partners,
12 managers, representatives, servants, employees, joint employers, attorneys, consultants, advisors,
13 insurers, subsidiaries and parent entities, and as to any individual their marital community,
14 community property, trustees, trusts, executors, heirs, guardians and registered representatives.
15 Without in any way limiting the foregoing, "Released Parties" expressly includes any individual
16 or entity which could be jointly and/or severally liable with Defendant as to any of the Released
17 Class Claims and/or Released PAGA Claim. Without in any way limiting the foregoing, "Released
18 Parties" expressly includes Fabcon CA, LLC.

19 10. As of the Effective Date, regardless of whether they actually receive notice of the
20 settlement documented by the Settlement Agreement, and regardless of whether they receive any
21 payment pursuant to the Settlement Agreement, the State of California and all Aggrieved
22 Employees (including, without limitation, Juan Partida), and each of them, on behalf of themselves
23 and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns,
24 shall be deemed to have fully and forever released and discharged the Released Parties from the
25 Released PAGA Claim from the beginning of the PAGA Period up to and including the final date
26 of the PAGA Period, as set forth in the Settlement Agreement. The "PAGA Period" is defined as
27 the period from May 3, 2023 to May 16, 2025.

1 11. For the sake of clarity, “Aggrieved Employees” are defined consistent with the
2 definition in the Settlement Agreement as all current and former employees of Defendant who
3 were directly employed by Defendant in the State of California at any time during the PAGA
4 Period.

5 12. As of the Effective Date, Named Plaintiff, on behalf of himself and his heirs,
6 executors, representatives, administrators, agents, insurers, successors and assigns, shall be
7 deemed to have fully and forever released the Released Parties from any and all claims,
8 obligations, demands, rights, liabilities and causes of action of every nature and description
9 whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been
10 asserted, whether in tort, contract or for violation of any local, state or federal statute, rule or
11 regulation based on, arising out of, relating to or in connection with any act or omission by or on
12 the part of any of the Released Parties committed or omitted at any time up to and including the
13 Effective Date, including a waiver of California Civil Code §1542, as set forth in the Settlement
14 Agreement. For the sake of clarity, this release covers and releases any and all claims that may be
15 validly released as a matter of law. Notwithstanding the foregoing, Plaintiff has also entered into
16 an individual Settlement Agreement and Release of All Claims with Defendant that is separate
17 from the Settlement Agreement in which Plaintiff has also provided Defendant and others with a
18 general release of all claims along with a waiver of the protections of California Civil Code section
19 1542 as set forth in more detail in the individual Settlement Agreement and Release of All Claims,
20 and nothing in this Final Approval Order or this Court’s Judgment are intended to in any way limit
21 the scope of the release of claims set forth in such separate individual Settlement Agreement and
22 Release of All Claims.

23 13. Defendant shall fund the Gross Settlement Amount, plus its share of employer-side
24 payroll taxes (defined as FICA (Social Security and Medicare) and unemployment insurance
25 (FUTA and SUTA/SUI) on the amount allocated as wages to be paid to Participating Settlement
26 Class Members), pursuant to the terms and timing set forth in the Settlement Agreement. All
27 payments associated with this settlement, as documented in the Settlement Agreement, shall be
28 paid from the Gross Settlement Amount including, without limitation, all payments to Participating

1 Settlement Class Members and Aggrieved Employees, the Named Plaintiff, the Class
2 Representative Enhancement Payment, Class Counsel (for Attorneys' Fees and Costs), the Labor
3 and Workforce Development Agency ("LWDA") pursuant to Named Plaintiff's Labor Code
4 Private Attorneys General Act of 2004 claim, including all amendments thereto, California Labor
5 Code § 2698 et seq., all taxes (except Defendant's share of employer-side payroll taxes, which are
6 FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI) on
7 the amount allocated as wages to be paid to Participating Settlement Class Members), and all
8 payments to the Settlement Administrator. For the avoidance of doubt, the Gross Settlement
9 Amount includes the entire PAGA Allocation, including the Net PAGA Distribution Amount.

10 14. The Court finally approves the distribution of the Net Settlement Amount to the
11 Participating Settlement Class Members as fair, reasonable and adequate. The Net Settlement
12 Amount shall be used to make Individual Settlement Payments, and shall be distributed to and
13 divided amongst Participating Settlement Class Members pursuant to the terms and calculations
14 set forth in the Settlement Agreement based on their number of Workweeks directly employed by
15 Defendant during the Class Period. All Individual Settlement Payments to Participating Settlement
16 Class Members shall be allocated 33.4% to penalties, 33.3% to wages, and 33.3% to interest, as
17 more fully set forth in the Settlement Agreement.

18 15. The PAGA Allocation of \$25,000.00 from the Gross Settlement Amount as
19 penalties payable pursuant to the California Labor Code Private Attorneys General Act of 2004,
20 California Labor Code § 2698 et seq. claims asserted in the Action and in consideration of Named
21 Plaintiff's, Aggrieved Employees' and the State of California's releasing the Released Parties from
22 the Released PAGA Claim is finally approved as fair, reasonable and adequate. The PAGA
23 Allocation shall be paid from the Gross Settlement Amount and distributed pursuant to the terms
24 and calculations set forth in the Settlement Agreement. More specifically, \$18,750.00 from the
25 PAGA Allocation shall be paid directly to the California Labor and Workforce Development
26 Agency ("LWDA"). The remaining \$6,250.00 from the PAGA Allocation (the "Net PAGA
27 Distribution Amount") shall be distributed to the Aggrieved Employees as Individual PAGA
28 Payments and divided amongst Aggrieved Employees according to the formula and calculations

1 in the Settlement Agreement based on their number of Workweeks directly employed by
2 Defendant during the PAGA Period. All Individual PAGA Payments to Aggrieved Employees
3 shall be allocated 100% to penalties, as more fully set forth in the Settlement Agreement.

4 16. The Court further confirms and finds that nothing contained in the Settlement
5 Agreement, the Preliminary Approval Order, this Final Approval Order, the Judgment in this
6 matter, any other Order entered in this Action or any other document in this Action, nor any action
7 taken to carry out the Settlement Agreement or otherwise, shall in any way or manner constitute
8 an admission or determination of liability or wrongdoing by or against Defendant, or by or against
9 any other Released Parties with respect to any of the claims and causes of action asserted by
10 Plaintiff, the Settlement Class or any member thereof, or any of the Aggrieved Employees. To be
11 clear, this Final Approval Order and the Judgment in this matter do not constitute a finding by the
12 Court of the validity of any of the claims alleged in the Action, or of any liability of or wrongdoing
13 by Defendant or any of the other Released Parties. Defendant denies each of the allegations and
14 claims asserted in the Action, and denies any and all liability and wrongdoing whatsoever, and the
15 Court has made no findings of any wrongdoing by Defendant.

16 17. Neither the Settlement Agreement, the Preliminary Approval Order, this Final
17 Approval Order or the Judgment in this matter, nor any other Order entered in this Action or
18 document, is a finding that certification of the Settlement Class is proper for any purpose or
19 proceeding other than for settlement purposes in this Action.

20 18. The Court finds that the Notice of Class Action Settlement attached to the
21 Settlement Agreement as Exhibit B ("Class Notice") has been mailed to all Settlement Class
22 Members with the exception of Juan Partida in English and Spanish as previously ordered by the
23 Court. The Court further finds that such Class Notice fairly and adequately described the terms of
24 the Settlement Agreement (including, without limitation, the release of the Released Class Claims
25 and release of the Released PAGA Claim), the nature and pendency of the Action, the options and
26 rights of Settlement Class Members under the Settlement Agreement, the date, time, and location
27 of the Final Approval Hearing, the manner in which Settlement Class Members could dispute any
28 of the data used to calculate their Individual Settlement Payments, and the manner in which

1 Settlement Class Members could opt out of or object to the settlement of the Released Class
2 Claims, was the best notice practicable under the circumstances, was valid and sufficient notice to
3 all Settlement Class Members, and complied fully with Civil Code section 1781(e), Rule of Court
4 3.769, due process, the United States and California Constitutions, and all other applicable laws.
5 Prior to the mailing the Class Notice to the Settlement Class Members, the Settlement
6 Administrator processed all addresses for Settlement Class Members included on the Class and
7 Aggrieved Employee List uploaded by Defendant's Counsel through the National Change of
8 Address database. For the six Class Notices returned as undeliverable, the Settlement
9 Administrator performed skip-trace searches and promptly re-mailed four Class Notice Packets to
10 updated addresses. The Court further finds that a full and fair opportunity has been afforded to all
11 Settlement Class Members to participate in the proceedings convened to determine whether the
12 Settlement Agreement should be given final approval including, without limitation, Juan Partida.

13 19. Due to an inadvertent mistake, the last known mailing address, last known
14 telephone number and Social Security Number for one Settlement Class Member and Aggrieved
15 Employee, Juan Partida, was inadvertently left off of the Class and Aggrieved Employee List and
16 as a result he was not mailed a Class Notice (though Mr. Partida was included on the Class and
17 Aggrieved Employee List, including the number of Workweeks he was directly employed by
18 Defendant during the Class Period and PAGA Period). However, even though Mr. Partida was not
19 mailed a Class Notice, this Court finds that on October 15, 2025 Mr. Partida was in fact directly
20 provided with a copy of his Class Notice in both English and Spanish, and that the Class Notice
21 he was provided was the same as the Class Notices provided to all other Settlement Class Members
22 except to the extent it was customized for Mr. Partida based on his own employment dates and
23 employment status with Defendant. Additionally, after having a fair and adequate opportunity to
24 review his Class Notice, Mr. Partida voluntarily and without any duress, pressure, coercion or
25 undue influence signed a statement (entitled Acknowledgement and Agreement Regarding Receipt
26 of Notice of Class Action Settlement) that has been provided to this Court clearly indicating that
27 he (1) did not wish to exclude himself from or to otherwise opt-out from participating in the
28 settlement of the Released Class Claims and in fact wanted to be included as a Participating

1 Settlement Class Member and understood that as a Participating Class Member he would be bound
2 by the settlement and release of the Released Class Claims and all other terms of the Settlement
3 Agreement, (2) did not object to the settlement of the Released Class Claims and understood and
4 agreed that by not objecting he would be foreclosed from making any objection (whether by appeal
5 or otherwise) to the settlement documented in the Settlement Agreement, (3) did not disagree with
6 the data used to calculate his Individual Settlement Payment (as reflected in his Class Notice), and
7 (4) agreed to waive the 45 days he otherwise would have had to (i) potentially exclude himself
8 from participating in the settlement of the Released Class Claims, (ii) potentially object to the
9 settlement of the Released Class Claims, (iii) potentially disagree with the data used to calculate
10 his Individual Settlement Payment, and/or (iv) review the Class Notice. Mr. Partida was under no
11 obligation to sign this statement, nor was he obligated or coerced to decide not to exclude himself
12 from the settlement of the Released Class Claims, to decide not to object to the settlement of the
13 Released Class Claims, to decide not to dispute the data used to calculate his Individual Settlement
14 Payment, and/or to waive the 45-day period he would have otherwise had to take such actions and
15 to review the Class Notice. As such, because Mr. Partida has made it clear that he does not wish
16 to exclude himself from the settlement of the Released Class Claims and would like to be a
17 Participating Settlement Class Member, and given that he was in fact provided with a Class Notice
18 and voluntarily waived his 45-day review period, Mr. Partida has received adequate notice of this
19 settlement documented in the Settlement Agreement as a matter of law and is also rightfully
20 included as a Participating Settlement Class Member and Aggrieved Employee and fully bound
21 by the Settlement Agreement, including, without limitation, the settlement of the Released Class
22 Claims and the Released PAGA Claim. Mr. Partida is also deemed to have waived any objection
23 to the settlement of the Released Class Claims, and is foreclosed from making any objection,
24 whether by appeal or otherwise, to the settlement documented in the Settlement Agreement. The
25 manner in which Mr. Partida was provided with a Class Notice meets the requirements of due
26 process, is consistent with and satisfies this Court's Preliminary Approval Order, was the best
27 notice practicable under the circumstances and therefore constitutes due and sufficient notice to
28 Mr. Partida. As a matter of law, and in full satisfaction of his due process rights, Mr. Partida was

1 given a fair opportunity to (a) be heard and to participate in this Action, (b) exclude himself from
2 or to otherwise opt-out from participating in the settlement of the Released Class Claims, (c) object
3 to the settlement of the Released Class Claims, and (d) dispute the data used to calculate his
4 Individual Settlement Payment, and as a result the statement Mr. Partida signed (entitled
5 Acknowledgement and Agreement Regarding Receipt of Notice of Class Action Settlement) is
6 binding on him. The Court further finds that the Class Notice provided to Mr. Partida fairly and
7 adequately described the terms of the Settlement Agreement (including, without limitation, the
8 release of the Released Class Claims and release of the Released PAGA Claim), the nature and
9 pendency of the Action, the options and rights of Settlement Class Members (including himself)
10 under the Settlement Agreement, the date, time, and location of the Final Approval Hearing, the
11 manner in which Settlement Class Members (including himself) could dispute any of the data used
12 to calculate their Individual Settlement Payments, and the manner in which Settlement Class
13 Members (including himself) could opt out of or object to the settlement of the Released Class
14 Claims, was the best notice practicable under the circumstances, was valid and sufficient notice to
15 Mr. Partida, and complied fully with Civil Code section 1781(e), Rule of Court 3.769, due process,
16 the United States and California Constitutions, and all other applicable laws. Mr. Partida's
17 inclusion as a Participating Settlement Class Member will also not impact or otherwise cause a
18 reduction to the estimated Individual Settlement Payment amounts set forth in the Class Notices
19 provided to other Settlement Class Members as the amount allocated to be paid to Mr. Partida was
20 factored into the payment calculations for all Settlement Class Members from the outset and
21 therefore accounted for in their estimated Individual Settlement Payment calculations.

22 20. The Court has considered all relevant factors for determining the fairness of the
23 settlement of this Action, as documented in the Settlement Agreement, and has concluded that all
24 such factors weigh in favor of granting final approval. In particular, the Court finds that the
25 Settlement Agreement was reached following meaningful investigation conducted by Class
26 Counsel; that the Settlement Agreement is the result of serious, informed, adversarial, and arm's-
27 length negotiations between the Parties (including, without limitation, a full-day mediation with
28 respected mediator Daniel J. Turner, Esq.); that the Settlement Agreement is consistent with public

1 policy and fully complies with all applicable provisions of law; and that the terms of the settlement
2 as documented in the Settlement Agreement are in all respects fair, adequate, and reasonable. In
3 so finding, the Court has considered all of the evidence presented, including evidence regarding
4 the strengths and weaknesses of Plaintiff's claims; the risk, expense, and complexity of the claims
5 and defenses presented; the likely duration of further litigation; the amount offered in settlement;
6 the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The fairness of the settlement of this Action, as documented in the Settlement Agreement,
8 is further supported by the reaction of the Settlement Class Members, as zero Settlement Class
9 Members filed an objection to and zero Settlement Class Members requested exclusion from the
10 settlement of the Released Class Claims. Accordingly, the Court hereby finally and
11 unconditionally approves the settlement as set forth in the Settlement Agreement, including all
12 terms, conditions and releases set forth therein, and hereby directs implementation of all remaining
13 terms, conditions, and provisions of the Settlement Agreement.

14 21. The Court specifically approves and finds that the Gross Settlement Amount and
15 the means of distributing the Net Settlement Amount to Participating Settlement Class Members
16 are fair, reasonable and adequate. The Court specifically approves and finds that the PAGA
17 Allocation and the means of distributing the Net PAGA Distribution Amount to Aggrieved
18 Employees are fair, reasonable and adequate.

19 22. For purposes of this Final Approval Order and settlement only, the Court hereby
20 confirms Farrah Mirabel of the Law Offices of Farrah Mirabel and Amir Seyedfarshi of
21 Employment Rights Lawyers, APC as Class Counsel to represent the Settlement Class and
22 Aggrieved Employees. The Court finds that Class Counsel has adequate experience litigating class
23 actions, and is adequate class counsel for the Settlement Class and Aggrieved Employees. The
24 Court hereby approves Attorneys' fees to Class Counsel in the amount of \$152,250.00 and Costs
25 of \$12,668.60 as compensation for all attorney time spent and costs incurred in connection with
26 this matter, from inception through the final settlement approval hearing and thereafter and for all
27 other work related to this case and all costs (including, without limitation, any future work to be
28 performed by Class Counsel following this final settlement approval hearing), as these requests

1 are fair and reasonable. These Attorneys' Fees and Costs shall be paid from the Gross Settlement
2 Amount. The Court finds that the Class Counsel's requested Attorneys' Fees and Costs fall within
3 the range of reasonableness and that the results justify the award. The Court finds that the Class
4 Counsel's requested Attorneys' Fees and Costs are reasonable and appropriate given Class
5 Counsel's experience, skill, reputation and qualifications, as well as prevailing market rates for
6 work of similar complexity.

7 23. The Court hereby finally approves and appoints ILYM Group Inc. as the Settlement
8 Administrator. The Court hereby approves of the payment to the Settlement Administrator in the
9 amount of \$8,145.75 for all Settlement Administration Costs (including for all work the Settlement
10 Administrator has done and is to be done until completion of this matter) as fair and reasonable.
11 These Settlement Administration Costs shall be paid from the Gross Settlement Amount.

12 24. For purposes of this Final Approval Order and settlement only, the Court hereby
13 finally approves and appoints Plaintiff Jose L. Hidalgo as the Class Representative for the
14 Settlement Class certified by this Order for settlement purposes only. The Court finds that Jose L.
15 Hidalgo is a suitable and adequate class representative for purposes of this Final Approval Order
16 and settlement.

17 25. The Court hereby approves a Class Representative Enhancement Payment to the
18 Named Plaintiff in the amount of \$2,500.00, which shall be paid from the Gross Settlement
19 Amount. Named Plaintiff's Class Representative Enhancement Payment is approved as fair and
20 reasonable based on his contribution to the class.

21 26. Checks issued to Participating Settlement Class Members for Individual Settlement
22 Payments and/or to Aggrieved Employees as Individual PAGA Payments shall remain valid and
23 negotiable for one hundred and eighty (180) days from the date of their issuance. If a Participating
24 Settlement Class Member's Individual Settlement Payment check is undeliverable, or if a
25 Participating Settlement Class Member does not cash their Individual Settlement Payment check
26 within 180 days from the initial date of issuance, the Individual Settlement Payment check shall
27 be voided and the funds from such uncashed check shall be sent to the California Unclaimed
28 Property Fund for the benefit of the Participating Settlement Class Member to whom the Individual

1 Settlement Payment check is addressed. If an Aggrieved Employee's Individual PAGA Payment
2 check is undeliverable, or if an Aggrieved Employee does not cash their Individual PAGA
3 Payment check within 180 days from the initial date of issuance, the Individual PAGA Payment
4 check shall be voided and the funds from such uncashed check shall be sent to the California
5 Unclaimed Property Fund for the benefit of the Aggrieved Employee to whom the Individual
6 PAGA Payment check is addressed. Such disposition results in no "unpaid residue" under
7 California Civil Procedure Code § 384, because the entire Net Settlement Amount and Net PAGA
8 Distribution Amount will be paid out to Participating Settlement Class Members and Aggrieved
9 Employees respectively, whether or not they all cash their Individual Settlement Payment checks
10 and/or Individual PAGA Payment checks (as applicable). Therefore, Defendant shall not be
11 required to pay any interest on funds distributed to the Settlement Administrator, including from
12 uncashed Individual Settlement Payment and/or uncashed Individual PAGA Payment checks.

13 27. Notice of the Court's final Judgement, as well as this Final Approval Order, shall
14 be provided to Settlement Class Members and Aggrieved Employees by first-class U.S. mail
15 within five (5) calendar days after entry of both such documents by the Court. Such mailing and
16 notice shall constitute notice of judgment to Settlement Class Members, as required by California
17 Rule of Court, Rule 3.771(b). The notice of final judgment shall enclose the Court's final Judgment,
18 as well as this Final Approval Order, shall be translated into Spanish, and English and Spanish
19 language versions of the notice of final judgment shall be sent to all Settlement Class Members
20 and all Aggrieved Employees.

21 28. The California Labor and Workforce Development Agency has been provided
22 notice of the Settlement Agreement in accordance with the PAGA and all requirements of
23 applicable law, including California Labor Code §§ 2699(s)(2), (s)(4) (previously prior to July 1,
24 2024 California Labor Code §§ 2699(l)(2), (l)(4)). Class Counsel is hereby ordered to submit this
25 Final Approval Order and this Court's Judgment herein to the California Labor and Workforce
26 Development Agency pursuant to the requirements of California Labor Code § 2699(s)(3)
27 (previously prior to July 1, 2024 California Labor Code § 2699(l)(3)).
28

1 29. The Court hereby approves, as to form and content, the Notice of Settlement of
2 Private Attorneys General Act Lawsuit and Release of Claims attached as Exhibit A to the
3 Settlement Agreement (the "Aggrieved Employee Notice"). The Court directs that the Aggrieved
4 Employee Notice shall be mailed via First-Class United States Mail by the Settlement
5 Administrator to all Aggrieved Employees who are not also Settlement Class Members (i.e.,
6 exempt Aggrieved Employees) in English and Spanish together with the Individual PAGA
7 Payments of all Aggrieved Employees who are not also Settlement Class Members (i.e., exempt
8 Aggrieved Employees) pursuant to the terms and procedures outlined in the Settlement Agreement.
9 The Court finds that the Aggrieved Employee Notice and manner of distributing the Aggrieved
10 Employee Notice is valid and sufficient notice to all Aggrieved Employees who are not also
11 Settlement Class Members (i.e., exempt Aggrieved Employees), and complies fully with due
12 process, the United States and California Constitutions and all other applicable laws.

13 30. Without affecting the finality of this Final Approval Order and/or the Judgment in
14 this matter, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
15 California Rules of Court, the Court shall retain exclusive and continuing jurisdiction over the
16 above-captioned action and Parties for purposes of supervising, implementing, interpreting and
17 enforcing the terms of this Final Approval Order and the Judgment in this matter.

18 31. By operation of the entry of this Final Approval Order and the Judgment in this
19 matter, as of the Effective Date, the Parties, Settlement Administrator, Settlement Class Members
20 and Aggrieved Employees are ordered to perform their respective duties and obligations under the
21 Settlement Agreement.

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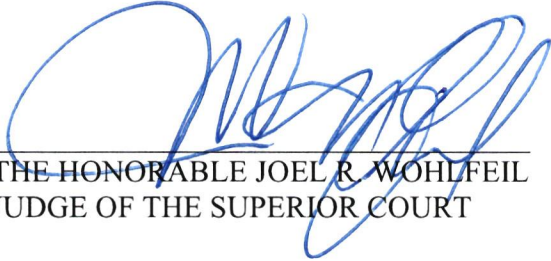
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32. A Post-Distribution Compliance Hearing is hereby set for _____, 2026, at _____ a.m./p.m. in Department C-73 of this Court, which date is no less than 300 calendar days following the entry of this Final Approval Order. No less than five (5) court days in advance of the Post-Distribution Compliance Hearing, Plaintiff shall file with the Court an appropriate declaration from the Settlement Administrator reporting on the status of the settlement administration and distribution of the Gross Settlement Amount.

IT IS SO ORDERED.

Dated: 11-7-25



THE HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT