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FILED
San Diego Superior Court

NOV 07 2025

Clerk of the Superior Court
By: Y. Mapula, Deputy

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

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]~~ JUDGMENT

Date: November 7, 2025

Time: 9:30 a.m.

Dept.: C-73

Action filed: July 19, 2024

Trial Date: None Set

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Judgment hereby incorporates by reference the definitions in the “Class Action and PAGA Settlement Agreement and Release” between Plaintiff Jose L. Hidalgo (“Plaintiff”) and Defendant Fabcon, Inc. (“Defendant”) (Plaintiff and Defendant hereafter collectively, the “Parties”) 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”) as though fully set forth herein, and all undefined capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court approves the Settlement Agreement, including all terms, conditions and releases set forth therein.

3. Judgment is entered in accordance with and incorporates by reference the findings of the Court’s Final Order Granting Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and Attorneys’ Fees and Costs (the “Final Approval Order”) and the Settlement Agreement. The Gross Settlement Amount is to be distributed as set forth in the Settlement Agreement, except as otherwise modified by the Final Approval Order.

4. The Settlement Class in this action is defined as: All current and former non-exempt employees of Defendant who were directly employed by Defendant in the State of California at any time during the Class Period. The “Class Period” is defined as the period from July 19, 2020 to May 16, 2025.

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

6. As such, all Settlement Class Members (including, without limitation, Juan Partida) are members of the Settlement Class and Participating Settlement Class Members, will fully participate in the settlement documented by the Settlement Agreement (including, without limitation, the settlement

of the Released Class Claims), and are fully bound by the Settlement Agreement, including, without limitation, the settlement of the Released Class Claims.

7. As of the Effective Date, regardless of whether they actually receive notice of the settlement documented by the Settlement Agreement, and regardless of whether they receive any payment pursuant to the Settlement Agreement, all Settlement Class Members (including, without limitation, Juan Partida), and each of them, on behalf of themselves and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns, shall be deemed to have fully and forever released and discharged the Released Parties from the Released Class Claims from the beginning of time up to and including May 16, 2025, as set forth in the Settlement Agreement.

Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by operation of this Judgment the Settlement Class Members shall have fully, finally, and forever settled and released all of the Released Parties from all of the Released Class Claims as defined in the Settlement Agreement as of the Effective Date. Further, without in any way limiting the foregoing, and for the avoidance of doubt, Settlement Class Members also release the Released Parties from any and all claims for attorneys' fees and/or costs incurred in connection with the Action or otherwise, including, but not limited to, in connection with prosecuting the Released Class Claims, other than those Attorneys' Fees and Costs set forth in the Settlement Agreement that are to be paid from the Gross Settlement Amount to the extent they are approved by the Court, as set forth in the Settlement Agreement. Further, without in any way limiting the foregoing, the Settlement Agreement and aforementioned release extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, arising from, related to or attributable to the Released Class Claims. Settlement Class Members are deemed to have expressly waived and relinquished any and all claims, rights or benefits that they may have under California Civil Code § 1542 as to the Released Class Claims, as set forth in the Settlement Agreement as of the Effective Date. Settlement Class Members may

hereafter discover claims or facts in addition to, or different from, those which they know or believe to exist, but Settlement Class Members have fully, finally and forever settled and released any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist, arising from, related to or attributable to the Released Class Claims as of the Effective Date.

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

9. For the sake of clarity, "Released Class Claims" is defined consistent with the definition in the Settlement Agreement as the claims asserted in the Action (except for the Released PAGA Claim, as well as Named Plaintiff's Individual Claims to the extent Named Plaintiff's Individual Claims do not overlap with and/or are not the same as or similar or related to any other claims asserted in the Action), as well as any and all claims, obligations, demands, rights, liabilities, complaints, charges, penalties, fines, wages, damages, liquidated damages, losses, restitutionary amounts, interest and/or causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, whether in tort, contract or for violation of any state, federal, local or other statute, rule, ordinance or regulation, based on, arising from or related to the facts or claims asserted in the Action (except for Named Plaintiff's Individual Claims to the extent Named Plaintiff's Individual Claims do not overlap

1 with and/or are not the same as or similar or related to any other claims asserted in the Action), or that
2 could have been asserted in the Action based on the facts set forth in the Action (except for Named
3 Plaintiff's Individual Claims to the extent Named Plaintiff's Individual Claims do not overlap with
4 and/or are not the same as or similar or related to any other claims asserted in the Action), including,
5 but not limited to, claims for (1) failure to provide rest periods and related premium pay in violation of
6 Labor Code sections 218, 226.7 and 516, California Code of Regulations section 3395 and the
7 Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (2)
8 failure to provide meal periods and related premium pay and failure to record meal periods in violation
9 of Labor Code sections 218, 218.5, 226.7, 512, 516 and 1198, and the Industrial Welfare Commission
10 Wage Orders, including, but not limited to, Wage Orders 1 and 4; (3) failure to pay overtime and
11 double time wages in violation of Labor Code sections 204, 218, 218.6, 510, 511, 860, 1194 *et seq.* and
12 1198 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders
13 1 and 4; (4) failure to provide paid sick leave, failure to permit the use of paid sick leave, failure to
14 correctly accrue paid sick leave, failure to pay out paid sick leave, failure to timely pay out paid sick
15 leave, failure to provide notice of paid sick leave rights and/or the amount of paid sick leave time
16 available for use, denial of the right to use accrued paid sick leave and interference with and/or denial
17 of the exercise of rights or attempted exercise of rights to use accrued paid sick leave in violation of
18 Labor Code sections 233, 245-249 (including, without limitation, sections 246, 246.5, 248.1, 248.2,
19 248.5 and 248.6) and/or any other applicable law, statute, regulation, order or ordinance (as used herein,
20 "paid sick leave" expressly includes paid sick or safe leave hours mandated by any applicable law,
21 statute, regulation, order, or ordinance), (5) failure to pay all earned wages, failure to pay all hours
22 worked and failure to timely pay all hours worked in violation of Labor Code sections 204, 206, 210,
23 218.6, 510, 1194 *et seq.*, 1194.2, 1197 and 1197.1, California Code of Civil Procedure section 1021.5,
24 the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4,
25 and/or any contract or agreement, (6) failure to pay minimum wage in violation of Labor Code sections
26 204, 218.6, 1182.12, 1194 *et seq.*, 1194.2, 1197 and 1197.1 and the Industrial Welfare Commission
27 Wage Orders, including, but not limited to, Wage Orders 1 and 4; (7) failure to maintain, produce,

1 provide, furnish and/or timely furnish accurate personnel, paid sick leave, supplemental paid sick leave,
2 hours, wage, timekeeping and payroll records, failure to maintain, produce, provide, furnish and/or
3 timely furnish accurate itemized wage statements and improper wage statements, in violation of Labor
4 Code sections 226, 432, 1174, 1174.5, 1198.5 and the Industrial Welfare Commission Wage Orders,
5 including, but not limited to, Wage Orders 1 and 4; (8) failure to pay and to timely pay all wages due to
6 employees upon separation of employment in violation of Labor Code sections 201-204 and 210, as
7 well as for related waiting time penalties pursuant to Labor Code section 203; (9) failure to reimburse
8 and/or indemnify for all business expenses, losses and/or costs incurred in violation of Labor Code
9 sections 2800 and 2802; (10) retaliation against whistleblowing employees in violation of Labor Code
10 sections 98.6, 1102-1102.5 and 6310 and Civil Code section 3294; (11) failure to pay vacation time in
11 violation of Labor Code section 227.3; (12) violations of Labor Code section 3073.6, including without
12 limitation, discrimination in violation of Labor Code section 3073.6; (13) failure to provide and to pay
13 for COVID-19 supplemental sick leave and COVID-19 supplemental paid sick leave, failure to provide
14 notice of COVID-19 supplemental paid sick leave rights and/or the amount of COVID-19 supplemental
15 paid sick leave time available for use (including on wage statements), denial of the right to use accrued
16 COVID-19 supplemental paid sick leave and interference with and/or denial of the exercise of rights or
17 attempted exercise of rights to use accrued COVID-19 supplemental paid sick leave in violation of
18 Labor Code sections 218, 233, 245-249 (including, without limitation, sections 245.5, 246, 247.5, 248
19 *et seq.*, 248.1, 248.2 and 248.6), 510, 1194, 1197 and 1198, the Industrial Welfare Commission Wage
20 Orders, including, but not limited to, Wage Orders 1 and 4, Executive Order N-51-20, California Code
21 of Civil Procedure section 1021.5 and SB 95; (14) violation of Business & Professions Code section
22 17200, *et seq.* and California Code of Civil Procedure section 1021.5; (15) violations of Labor Code
23 section 6311, including without limitation, dangerous work conditions in violation of Labor Code
24 section 6311, failure to provide personal protective equipment, retaliation and discrimination; (16)
25 failure to pay wages to employees at the correct regular rates of pay including, without limitation,
26 overtime wages, double time wages, meal and rest period premiums, reporting time pay, vacation
27 wages, sick leave wages and COVID-19 supplemental sick leave wages; (17) failure to provide and to

1 pay for days of rest; and (18) violation of and penalties pursuant to California Labor Code section 558
2 and 1198.5.

3 10. As of the Effective Date, regardless of whether they actually receive notice of the
4 settlement documented by the Settlement Agreement, and regardless of whether they receive any
5 payment pursuant to the Settlement Agreement, the State of California and all Aggrieved Employees
6 (including, without limitation, Juan Partida), and each of them, on behalf of themselves and their heirs,
7 executors, representatives, administrators, agents, insurers, successors and assigns, shall be deemed to
8 have fully and forever released and discharged the Released Parties from the Released PAGA Claim
9 from the beginning of the PAGA Period up to and including the final date of the PAGA Period, as set
10 forth in the Settlement Agreement. The "PAGA Period" is defined as the period from May 3, 2023 to
11 May 16, 2025. The State of California and/or Aggrieved Employees may hereafter discover facts or
12 legal arguments in addition to or different from those they now know or currently believe to be true
13 with respect to the claims and legal theories of recovery in this case which are the subject matter of the
14 Released PAGA Claim. Regardless, the discovery of new facts or legal arguments shall in no way limit
15 the scope or definition of the Released PAGA Claim, and by operation of this Judgment the State of
16 California and the Aggrieved Employees shall have fully, finally, and forever settled and released all of
17 the Released Parties from the Released PAGA Claim as defined in this Agreement as of the Effective
18 Date. Further, without in any way limiting the foregoing, and for the avoidance of doubt, the Aggrieved
19 Employees and the State of California also release the Released Parties from any and all claims for
20 attorneys' fees and/or costs incurred in connection with the Action or otherwise, including, but not
21 limited to, in connection with prosecuting the Released PAGA Claim, other than those Attorneys' Fees
22 and Costs set forth in the Settlement Agreement that are to be paid from the Gross Settlement Amount
23 to the extent they are approved by the Court, as set forth in the Settlement Agreement. Further, without
24 in any way limiting the foregoing, the Settlement Agreement and aforementioned release extends to all
25 claims of every nature and kind, known or unknown, suspected or unsuspected, arising from, related to
26 or attributable to the Released PAGA Claim. Aggrieved Employees and the State of California are
27 deemed to have expressly waived and relinquished any and all claims, rights or benefits that they may

1 have under California Civil Code § 1542 as to the Released PAGA Claim, as set forth in the Settlement
2 Agreement as of the Effective Date. Aggrieved Employees and/or the State of California may hereafter
3 discover claims or facts in addition to, or different from, those which they know or believe to exist, but
4 Aggrieved Employees and the State of California have fully, finally and forever settled and released any
5 and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may
6 exist, arising from, related to or attributable to the Released PAGA Claim as of the Effective Date.

7 11. For the sake of clarity, “Aggrieved Employees” are defined consistent with the definition
8 in the Settlement Agreement as all current and former employees of Defendant who were directly
9 employed by Defendant in the State of California at any time during the PAGA Period (including,
10 without limitation, Juan Partida).

11 12. For the sake of clarity, “Released PAGA Claim” is defined consistent with the definition
12 in the Settlement Agreement as all claims, liabilities and/or causes of action for civil penalties for
13 violations alleged in the Action (including Named Plaintiff’s operative Complaint, and except for
14 Named Plaintiff’s Individual Claims to the extent Named Plaintiff’s Individual Claims do not overlap
15 with and/or are not the same as or similar or related to any other claims asserted in the Action), Named
16 Plaintiff’s Notice to the California Labor and Workforce Development Agency dated May 3, 2024 (a
17 copy of which is attached to the Settlement Agreement as Exhibit C) and/or Named Plaintiff’s Notice to
18 the California Labor and Workforce Development Agency dated July 11, 2024 (a copy of which is
19 attached to the Settlement Agreement as Exhibit D) (Named Plaintiff’s Notices to the California Labor
20 and Workforce Development Agency dated May 3, 2024 and July 11, 2024 hereafter collectively
21 referred to as the “LWDA Notices”), or that could have been alleged in the Action (including Named
22 Plaintiff’s operative Complaint) and/or Named Plaintiff’s LWDA Notices based on the facts alleged in
23 the Action (including Named Plaintiff’s operative Complaint, and except for Named Plaintiff’s
24 Individual Claims to the extent Named Plaintiff’s Individual Claims do not overlap with and/or are not
25 the same as or similar or related to any other claims asserted in the Action) and/or Named Plaintiff’s
26 LWDA Notices, or that are related or attributable to, based on, or arise from the facts and/or claims
27 alleged in the Action (including Named Plaintiff’s operative Complaint, and except for Named
28

1 Plaintiff's Individual Claims to the extent Named Plaintiff's Individual Claims do not overlap with
2 and/or are not the same as or similar or related to any other claims asserted in the Action) and/or Named
3 Plaintiff's LWDA Notices, occurring during the PAGA Period that Named Plaintiff, the Aggrieved
4 Employees, and/or the State of California may have under the California Labor Code, California
5 Industrial Welfare Commission ("IWC") Wage Orders, California state regulations, local statutes, local
6 ordinances, local orders, local regulations and/or any other provisions of California state and/or local
7 law, whether known or unknown, suspected or unsuspected, including but not limited to those arising
8 from, related to, or attributable to any allegations that Named Plaintiff and/or the Aggrieved Employees
9 suffered California Labor Code, IWC Wage Order and/or other violations of California state and/or
10 local law based on and/or for (1) failure to provide rest periods and related premium pay in violation of
11 Labor Code sections 218, 226.7, 516 and 1198, California Code of Regulations section 3395 and the
12 Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (2)
13 failure to provide meal periods and related premium pay and failure to record meal periods in violation
14 of Labor Code sections 218, 218.5, 226.7, 512, 516 and 1198, and the Industrial Welfare Commission
15 Wage Orders, including, but not limited to, Wage Orders 1 and 4; (3) failure to pay overtime and
16 double time wages in violation of Labor Code sections 204, 218, 218.6, 510, 511, 860, 1194 *et seq.* and
17 1198 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders
18 1 and 4; (4) failure to provide paid sick leave, failure to permit the use of paid sick leave, failure to
19 correctly accrue paid sick leave, failure to pay out paid sick leave, failure to timely pay out paid sick
20 leave, failure to provide notice of paid sick leave rights and/or the amount of paid sick leave time
21 available for use, denial of the right to use accrued paid sick leave and interference with and/or denial
22 of the exercise of rights or attempted exercise of rights to use accrued paid sick leave in violation of
23 Labor Code sections 233, 245-249 (including, without limitation, sections 246, 246.5, 248.1, 248.2,
24 248.5 and 248.6) and/or any other applicable law, statute, regulation, order or ordinance (as used herein,
25 "paid sick leave" expressly includes paid sick or safe leave hours mandated by any applicable law,
26 statute, regulation, order, or ordinance), (5) failure to pay all earned wages, failure to pay all hours
27 worked and failure to timely pay all hours worked in violation of Labor Code sections 204, 206, 210,

218.6, 510, 1194 *et seq.*, 1194.2, 1197 and 1197.1, California Code of Civil Procedure section 1021.5, the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4, and/or any contract or agreement; (6) failure to pay minimum wage in violation of Labor Code sections 204, 218.6, 1182.12, 1194 *et seq.*, 1194.2, and 1197-1198 (including, without limitation, section 1197.1) and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (7) failure to maintain, produce, provide, furnish and/or timely furnish accurate personnel, paid sick leave, supplemental paid sick leave, hours, wage, timekeeping and payroll records, failure to maintain, produce, provide, furnish and/or timely furnish accurate itemized wage statements and improper wage statements, in violation of Labor Code sections 226, 226.3, 432, 1174, 1174.5, 1198.5, 2810.5 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (8) failure to pay and to timely pay all wages due to employees upon separation of employment in violation of Labor Code sections 201-204 and 210, as well as for related waiting time penalties pursuant to Labor Code section 203 and civil penalties pursuant to Labor Code section 256; (9) failure to reimburse and/or indemnify for all business expenses, losses and/or costs incurred in violation of Labor Code sections 2800 and 2802; (10) retaliation against whistleblowing employees in violation of Labor Code sections 98.6, 1102-1102.5 and 6310 and Civil Code section 3294; (11) failure to pay vacation time in violation of Labor Code section 227.3; (12) violations of Labor Code section 3073.6, including without limitation, discrimination in violation of Labor Code section 3073.6; (13) failure to provide and to pay for COVID-19 supplemental sick leave and COVID-19 supplemental paid sick leave, failure to provide notice of COVID-19 supplemental paid sick leave rights and/or the amount of COVID-19 supplemental paid sick leave time available for use (including on wage statements), denial of the right to use accrued COVID-19 supplemental paid sick leave and interference with and/or denial of the exercise of rights or attempted exercise of rights to use accrued COVID-19 supplemental paid sick leave in violation of Labor Code sections 218, 233, 245-249 (including, without limitation, sections 245.5, 246, 247.5, 248 *et seq.*, 248.1, 248.2 and 248.6), 510, 1194, 1197 and 1198, the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4, Executive Order N-51-20, California Code of Civil Procedure section 1021.5 and SB 95; (14) violation

of Business & Professions Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5; (15) violations of Labor Code section 6311, including without limitation, dangerous work conditions in violation of Labor Code section 6311, failure to provide personal protective equipment, retaliation and discrimination; (16) failure to pay wages to employees at the correct regular rates of pay including, without limitation, overtime wages, double time wages, meal and rest period premiums, reporting time pay, vacation wages, sick leave wages and COVID-19 supplemental sick leave wages; (17) failure to provide and to pay for days of rest; (18) violation of and penalties pursuant to California Labor Code section 558 and 1198.5; (19) failure to provide recovery periods in violation of California Code of Regulations section 3395 and California Labor Code section 226.7; (20) violation of Labor Code sections 550-556 (including for requiring employees to work seven days in a week, requiring employees to work more than six days in seven and/or not providing one day's rest from labor in seven); (21) failure to provide suitable seating in violation of the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (22) failure to pay reporting time pay, including in violation of the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; (23) violations of California Code of Regulations section 3395; (24) any other violations of the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 1 and 4; and (25) any other violations of California Labor Code sections 98.6, 201-205, 205.5, 206.5, 210, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 256, 351, 500-556 (including, without limitation 510-512 and 551-552), 558, 558.1, 860, 1102, 1102.5, 1119.5, 1174, 1174.2, 1174.5, 1182.12, 1185, 1193.6, 1194-1197.1, 1194.2, 1197.5, 1198-1199.5, 2698-2699, 2699.3, 2699.5, 2800, 2802, 2810.5, 3073.6, 6310 and/or 6311. For the sake of clarity, and without in any way limiting the foregoing, the "Released PAGA Claim" expressly includes the twenty-second cause of action alleged in Named Plaintiff's operative Complaint for violation of and penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* Without in any way limiting the foregoing, Named Plaintiff, the Aggrieved Employees and/or the State of California may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with

1 respect to the claims, causes of action and legal theories of recovery in the Action which are the subject
2 matter of the Released PAGA Claim. Regardless, the discovery of new facts or legal arguments shall in
3 no way limit the scope or definition of the Released PAGA Claim.

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

21 14. Nothing in this Judgment or the Final Approval Order is intended to or shall be
22 interpreted to limit the scope of the Released Class Claims, the Released PAGA Claim or Named
23 Plaintiff's General Release as set forth in the Settlement Agreement in any manner whatsoever.

24 15. Without affecting the finality of this Judgment, pursuant to California Code of Civil
25 Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court shall retain
26 exclusive and continuing jurisdiction over the above-captioned action and Parties for purposes of
27

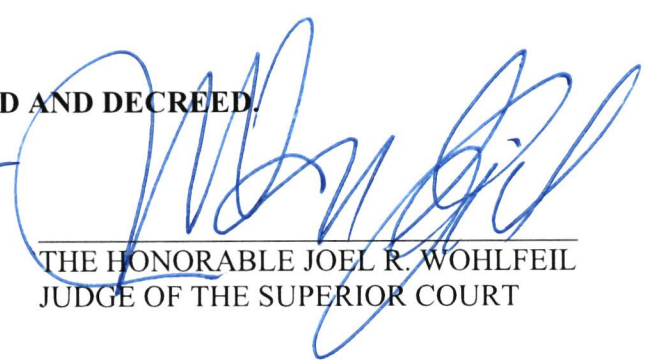
1 supervising, implementing, interpreting and enforcing the terms of its Final Approval Order and this
2 Judgment.

3 16. This document shall constitute a judgment (and separate document constituting said
4 judgment) for purposes of California Rules of Court, Rule 3.769(h).

5 17. As set forth in the Settlement Agreement, notice of this Judgment as well as this Court's
6 Final Approval Order shall be provided to Settlement Class Members and Aggrieved Employees by
7 first-class U.S. mail within five (5) calendar days after entry of both such documents by the Court. Such
8 mailing and notice shall constitute notice of judgment to Settlement Class Members, as required by
9 California Rule of Court, Rule 3.771(b). The notice of final judgment shall enclose this final Judgment,
10 as well as this Court's Final Approval Order, shall be translated into Spanish, and English and Spanish
11 language versions of the notice of final judgment shall be sent to all Settlement Class Members and all
12 Aggrieved Employees.

13 **IT IS SO ORDERED, ADJUGED AND DECREED.**

14
15 Dated: 11-9-25



THE HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT