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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA – RENE C. DAVIDSON COURTHOUSE

PEDRO LUCIANO, on behalf of himself and all others similarly situated, Plaintiff, vs. GS OPERATING, LLC, a Delaware limited liability company, and DOES 1 through 50, inclusive, Defendant	**CLASS ACTION** Case No.: 24CV081724 *Assigned for All Purposes To*: Hon. Somnath Raj Chatterjee Dept. 21 **~~[PROPOSED~~] FINAL ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE'S SERVICE AWARD** Date: September 22, 2026 Time: 2:30 p.m. Dept.: 21 Action filed: June 28, 2024 First Amended Complaint: May 13, 2025 Trial date: None Set

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff's Motion for Preliminary Approval of Class Action and Representative Settlement ("Motion"), filed with this Court on January 23, 2026 and the Amendment to the Class Action and PAGA Settlement ("Amendment"), attached as Exhibit 1 to the Supplemental Declaration of Marta Manus in support of the Motion, filed with this Court on March 19, 2026.

On September 22, 2026, this Court conducted a Final Settlement Fairness Hearing regarding Plaintiff's Motion for Final Approval of the Class and Representative Settlement (the "Motion") under Rule 3.769 of the California Rules of Court and this Court's March 24, 2026, Order Granting Plaintiff's Motion for Preliminary Approval of Class and Representative Settlement (the "Preliminary Approval Order"). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed in support of the Motion and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, the Court granted the Motion, as set forth in its September 22, 2026 Order, which is attached hereto as **Exhibit A**. As set forth in the September 22, 2026 Order and the Settlement Agreement and Amendment, the Court hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and Representative Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means "all persons employed by Defendant in California as non-exempt employees at any point from June 28, 2020, through the date of preliminary approval or December 31, 2025, whichever comes first (the "Settlement Period")."

5. Aggrieved Employees means non-exempt employees who worked for Defendant in the State of California from June 28, 2023, to December 31, 2025 (the "PAGA Period").

6. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon and was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information; provided Class Members with a full opportunity and the means to seek exclusion; and described to Class Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members are bound by this Order and Judgment. There are zero objections and no requests for exclusion to the class portion of the Settlement.

7. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiff's

case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of $295,000.00.

9. The Court hereby approves the Net Settlement Amount of $157,097.26.

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of $88,500.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing. The Court orders that ten percent of this fee award be kept in the administrator's trust fund for this matter until after Court approval of a final accounting.

11. The Court hereby approves reimbursement of litigation costs of $14,412.74 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Apex Class Action LLC, in the amount of $4,990.00.

13. The Court hereby approves Class Representative Service Award in the amount of $10,000.00 to Plaintiff Pedro Luciano in consideration and exchange for his contributions to the Class. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of $20,000.00 to the settlement of the PAGA claims, of which $13,000.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and $7,000.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT

CHECK IS ENCLOSED."

17. Participating Class Members shall have up to 120 days from the date of mailing to cash their settlement distribution check. The Administrator will cancel all checks not cashed 120 days from the date of mailing ("Void Date"). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, the *cy pres* beneficiary mutually agreed upon by the Parties, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The funds shall not be distributed to the *cy pres* beneficiary until after Court approval of the final accounting.

18. If (i) any of the Participating Class Members are current employees of the Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the Defendant to have those settlement distribution checks delivered to the Participating Class Members at their place of employment.

19. Upon entry of Judgment by the Court in accordance with the Settlement Agreement:

a. All Participating Class Members release the Released Parties from all claims, damages, and penalties, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the Settlement Period and during employment in a non-exempt position with Defendant in California, including any claims for: (1) failure to pay all wages [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations [Labor Code §§218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§ 201-203]; (8) paid sick leave

violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain temperature providing reasonable comfort [Labor Code §§ 1198, IWC Wage Order §15]; and (11) unfair competition [Bus. & Prof. Code §§ 17200 et seq.] (collectively the "Released Class Claims"). 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 Settlement Period. The Released Class Claims do not include civil penalties pursuant to PAGA.

b. The LWDA acting on behalf of the State of California, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged in the PAGA Notice, which occurred during the PAGA Period ("Released PAGA Claims"), including penalties predicated on the underlying alleged violations for: (1) failure to pay all wages [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations [Labor Code §§218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§ 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain temperature providing reasonable comfort [Labor Code §§ 1198, and IWC Wage Order §15]. The Released PAGA Claims apply to claims arising during the PAGA Period. It is the intent of the Parties, that in the event that another Aggrieved Employee were to assert a subsequent claim on behalf of the LWDA, for any claim included in the Released PAGA Claims, the Defendant will assert the Settlement Agreement as a defense to any such claims by the LWDA or anyone acting on behalf of the LWDA. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) ("Because an aggrieved employee's action under the Labor Code Private

Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.")

20. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, the September 22, 2026 Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission by Defendant or any of Defendant's subsidiaries, parent, and affiliated companies, and each of their former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, and assigns, that any of the claims and causes of action asserted by the Class Members or Aggrieved Employees have merit or that Defendant or any Released Party has any liability for any claims asserted or has engaged in any misconduct, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this Final Order and Judgment.

21. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

22. By operation of the entry of this Order, as of the Effective Date, the Parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

23. The date for the Compliance Hearing re Final Distribution of the Settlement is set for May 11, 2027, at 2:30 p.m. At least five court days before the Compliance Hearing Plaintiff must file a statement regarding the status of the distribution including total funds distributed to class, total number and dollar value of checks cashed, and total number and dollar value of checks not cashed.

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JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Pedro Luciano, all Participating Class Members, all Aggrieved Employees, and the LWDA, shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Pedro Luciano, Class Members, the LWDA, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: 10/09/2026

Honorable Somnath Raj Chatterjee
Judge of the Superior Court

S. Raj Chatterjee / Judge