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FILED
JUN 17 2026
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY _____ DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

ELMER HERCULES, an individual, on behalf of himself, the State of California, as a private attorney general, and on behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC STATES INDUSTRIES, INC., a California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 24CV03671

~~[Proposed]~~ **Order Granting Final Approval of Class and PAGA Action Settlement and Final Judgment**

Date:	June 17, 2026
Time:	3:00 p.m.
Dept.:	16
Judge:	Hon. Patrick Broderick
Action Filed:	June 20, 2024
FAC Filed:	August 26, 2024
Trial Date:	None Set

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter came for a hearing on June 17, 2026, regarding Plaintiff Elmer Hercules' ("Plaintiff") unopposed *Motion for Final Approval of Class and PAGA Action Settlement* ("Final Approval Motion"), which seeks final approval of a class action settlement and approval of the requested allocations for attorneys' fees, costs, service award, and PAGA penalties based on the terms set forth in the parties' *Settlement Agreement and Release of Class and PAGA Action* (the "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Final Approval Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** the Final Approval Motion and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement. A copy of the Settlement Agreement is attached to the *Declaration of Kyle D. Smith in Support of Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement* ("Smith FAM Decl.") as **Exhibit 1** and is made a part of this order.

2. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant Pacific States Industries, Inc. ("Defendant") (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Final Approval Motion and the Settlement Agreement. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

4. The Court finds that an ascertainable class of 431 participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement Agreement: **(i)** all related matters, predominate over any individual

questions; **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class Members.

5. The Court is satisfied that Simpluris, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act were provided by each of these procedures. No Class Members filed written objection to the Settlement as part of this notice process, no Class Members appeared at the Final Approval and Fairness Hearing, and no Class Members submitted a request for exclusion.

6. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

7. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all participating Class Members.

8. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

9. The Court also finds that the Settlement Agreement will avoid additional and potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in

light of the challenges posed by continued litigation, and the Court concludes that Plaintiff's counsel secured significant relief for Class Members.

10. The Settlement Agreement is not an admission by Defendant, nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant.

11. The Court appoints Plaintiff Elmer Hercules as class representative and finds him to be adequate.

12. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillon of Melmed Law Group P.C. The Court finds each of them to be adequate, experienced, and well-versed in class action litigation.

13. The terms of the Settlement Agreement, including the Gross Settlement Amount of $312,500.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order.

14. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The Court awards $8,000.00 to Simpluris, Inc., the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

B. The Court awards $104,166.67 to Plaintiff's counsel as attorneys' fees and finds this amount to be fair and reasonable considering the benefit obtained for the Class. The Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in accordance with the Settlement Agreement.

C. The Court awards $20,000.00 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with the Settlement Agreement.

D. The Court awards $5,000.00 to Plaintiff as the class representative, in addition to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a service payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and orders the class representative payment to be made in accordance with the Settlement Agreement.

E. The Court approves the $31,250.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 65% thereof (i.e., $20,312.50) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., $10,937.50) to the Aggrieved Employees.

F. The Court approves the allocation for employer's-sided taxes from the Gross Settlement Amount in accordance with the Settlement Agreement.

15. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

16. Nothing in the Settlement Agreement or this order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of these claims in this case if the Settlement Agreement fails to become final or effective, or in any other case without limitation.

17. All Class Members who did not request exclusion from the Settlement Agreement shall be bound by the Settlement Agreement and this order, including the release of claims as set forth in the Settlement Agreement.

18. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement Agreement and this order, including the release of PAGA claims as set forth in the Settlement Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

20. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall distribute such funds to the Unclaimed Property Fund. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

23. The Court hereby sets a hearing date of MARCH 10, 2027 at 3:00 p.m. a.m./p.m. [*any date on or after Wednesday, March 3, 2027*] for a hearing on the final accounting and distribution of the settlement funds. Plaintiff shall file with the Court a report regarding the status of distribution no later than five court days before that date.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

FINAL JUDGMENT IS HEREBY ENTERED.

Dated: 6/17/2026

Judge of the Superior Court, County of Sonoma
Charles H. Ervin
Judge of the Superior Court (Sonoma) on Assignment

24CV03671

PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document: ***Order Granting Final Approval of Class & PAGA Action Settlement and Final Judgment*** in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: August 07, 2026

Robert Oliver,
Clerk of the Court

By: Jennifer Ellis
Jennifer Ellis, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

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