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on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

GOSHARE INC., a Delaware Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. CIVSB2428568
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Wilfred J. Schneider Jr.
Department S32

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Date:	December 2, 2026
Time:	8:30 a.m.
Dept.:	S32
Complaint filed:	October 3, 2024
Trial Date:	Not set

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This matter came before the Court on December 2, 2026 at 8:30 a.m. in Department S-32 of the San Bernardino Superior Court, Honorable Wilfred J. Schneider Jr. presiding, for a hearing on Plaintiff's Motion for Order Granting Final Approval of Class and PAGA Representative Action Settlement ("Motion"). Due and adequate notice having been given to Class Members as required by the Court's January 6, 2026 Order Granting Preliminary Approval of Class and PAGA Representative Action Settlement, which required Notice to be given to the Class, the Court having considered all papers filed and proceedings in this action, and determining that the settlement ("Settlement") is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Order hereby incorporates by reference the definitions in the Class Action and PAGA Settlement Agreement, ("Agreement"), as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Agreement.

2. This Court has jurisdiction over the claims of the members of the Class asserted in this proceeding, personal jurisdiction over the Plaintiff and Defendant, and the members of the Class, as defined in the Agreement.

3. The Court certifies and approves, for settlement purposes only, the following Class as set forth in the Agreement: All persons who performed delivery services for Defendant in California as an independent contractor at any time from October 3, 2020 through October 8, 2025.

4. For purposes of this Settlement, an Aggrieved Employee is defined as: A person who performed Delivery Services for Defendant in California during the PAGA Period as an independent contractor.

5. Notice given to the Settlement Class fully and accurately informed Class Members of all material elements of the proposed Settlement and of their opportunity to exclude themselves from, object to, or comment on the Settlement, and to appear at the final approval hearing. The notice was reasonable and the best notice practicable under the circumstances. Accordingly, this Court finds that the notice process described in the Agreement and completed

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by the Settlement Administrator complied fully with the requirements of due process, Rules 3.766 and 3.769 of the California Rules of Court, and all other applicable laws.

6. Neither the Agreement, the Settlement, nor this Judgment is an admission by Defendant or any other Released Party, or a finding, that any claim is valid or that any of them did anything wrong. This Judgment, the Agreement, related documents, actions taken to carry out the Agreement, and related negotiations may not be construed or used as an admission of wrongdoing or liability by or against any Released Party, or as evidence that Defendant's defenses lack merit. None may be offered as evidence against any Released Party in any tribunal, except to enforce this Judgment, the Agreement, or any related agreement or release. However, any Released Party may file these documents or other Action records as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or similar preclusion defense as to the Released Claims.

7. No objections or Requests for Exclusion were submitted, so all Participating Class Members are bound by this Final Approval Order and the Agreement, including its releases. Effective when Defendant pays the settlement funds to the Settlement Administrator, each Participating Class Member, including Plaintiff, on behalf of themselves and their representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases the Released Parties from all claims alleged, or that reasonably could have been alleged, based on the facts in the Operative Complaint during the Class Period. Except as provided in Section 5.3 of the Agreement, no other claims are released, including claims for vested benefits, wrongful termination, Fair Employment and Housing Act violations, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside the Class Period.

8. The Named Plaintiff is barred from bringing any action against Defendant and the Released Parties for claims released in the Settlement's "General Release."

9. The Final Judgment binds the State of California (including the LWDA) and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees. Effective when Defendant pays the settlement funds to the Settlement Administrator, they release the Released Parties, on behalf of themselves and their representatives, agents,

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attorneys, heirs, administrators, successors, and assigns, from all PAGA penalty claims alleged, or that reasonably could have been alleged, based on the facts stated in the Action and the PAGA Notice during the PAGA Period.

10. The Court has considered all relevant fairness factors and finds that they weigh in favor of final approval. In particular, the Settlement followed meaningful discovery and investigation, resulted from serious, informed, adversarial, arm's-length negotiations between the Parties, and is fair, adequate, and reasonable in all respects.

11. 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; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of Plaintiff's counsel.

12. The Court approves payment of the PAGA Payment in the total amount of $5,000.00, of which $3,750.00 (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and $1,250.00 (25%) shall be paid to the Aggrieved Employees on a pro rata basis according to the number of deliveries performed during the PAGA Period.

13. The Court finds the Individual Settlement Payments to Participating Class Members fair and reasonable under the circumstances and orders that they be calculated, paid, and administered in accordance with the Agreement.

14. The Court finds that the Settlement Administrator's services benefited the Class and that the $19,550.00 cost is fair and reasonable. The Court approves payment of this amount to ILYM Group, Inc., covering all fees and costs incurred to date and those estimated to complete the administration.

15. The Court confirms Isam C. Khoury and Rosemary C. Khoury of Cohelan Khoury & Singer and Christopher J. Hamner of Hamner Law Offices, APLC, to be appointed as Class Counsel in this action.

16. The Court finds that Class Counsel have sufficient experience, knowledge, and skill to protect the interests of the Class and therefore satisfy the professional and ethical

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obligations of Class Counsel.

17. The Court approves attorneys' fees of $88,264.81, finding the amount supported under both the percentage-fee and lodestar-plus-multiplier methods.

18. The Court approves reimbursement to Class Counsel of $21,130.09 in litigation costs, including filing, mediation, research, and delivery charges, under the Agreement.

19. The Court appoints Joseph Stevens as Class Representative, finding him suitable and that his commitment to the litigation ensured adequate, zealous advocacy aligned with the Settlement Class's interests.

20. The Court finds the $5,000.00 Class Representative Service Payment to Joseph Stevens fair and reasonable based on the evidence of his services and risks in assisting Class Counsel.

21. Without affecting the finality of this Final Approval Order, the Court retains jurisdiction over Defendant, Plaintiff, and Participating Class Members to administer, supervise, construe, and enforce the Settlement.

22. This document is a judgment under California Rules of Court, Rule 3.769(h). Without affecting its finality, the Court retains jurisdiction under Code of Civil Procedure section 664.6 solely to interpret and enforce the Settlement, address Settlement administration, and handle appropriate post-judgment matters under court rules or the Settlement.

23. Under Labor Code section 2699(s)(3), Plaintiff shall submit this Order and Judgment to the LWDA within 10 days after its entry.

24. The Parties bear their own costs and attorneys' fees, except as provided in the Court's award of Class Counsel's fees and litigation costs.

25. The Court sets a Hearing Re: Distribution of Settlement Funds for April 12, 2028, at 8:30 a.m. Class Counsel are ordered to file a Final Report Re: Distribution of the Settlement Funds by the Administrator ten (10) days prior.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Wilfred J. Schneider Jr.
Judge of the Superior Court

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