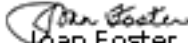


**FILED**

02/03/2026

K. Bieker  
Executive Officer and Clerk

  
Joan Foster

**HAINES LAW GROUP, APC**

Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Sean M. Blakely (SBN 264384)  
sblakely@haineslawgroup.com  
Joel M. Gordon (SBN 280721)  
jgordon@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF VENTURA**

JUAN FLORES-PAULET, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

WESTERN PRECOOLING SYSTEMS, a  
California Corporation; and DOES 1 through 100,

Defendants.

Case No.: 2024CUOE025787

*[Case assigned for all purposes to the Hon.  
Charmaine H. Buehner, Dept. J4]*

**~~[AMENDED PROPOSED]~~ ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGMENT**

Date: January 22, 2026  
Time: 1:30 p.m.  
Dept.: J4

Complaint Filed: June 11, 2024  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 22, 2026, at 1:30  
2 p.m., pursuant to California Rule of Court 3.769 and this Court's August 28, 2025 Amended  
3 Order Granting Preliminary Approval of the Settlement ("Preliminary Approval Order").  
4 Having considered the Parties' Class Action and PAGA Settlement and Release Agreement  
5 (herein "Settlement Agreement" or "Settlement")<sup>1</sup> and the documents and evidence presented in  
6 support thereof, and recognizing the disputed factual and legal issues involved in this case, the  
7 risks of further prosecution and the substantial benefits to be received by the Settlement Class  
8 pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is  
9 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations  
10 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's  
11 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement  
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order  
15 is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a  
16 Settlement Class defined as:

17 All current and former non-exempt, hourly employees of Defendant  
18 Western Precooling Systems who worked in California during the period  
from June 11, 2020 through June 17, 2025 (the "Class Period").

19 3. Plaintiff Juan Flores-Paulet is hereby confirmed as Class Representative, and Paul  
20 K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC are hereby  
21 confirmed as Class Counsel.

22 4. On October 2, 2025, notice was provided to the Settlement Class as set forth in  
23 the Settlement. The form and manner of notice were approved by the Court on August 28, 2025,  
24 and the notice process has been completed in conformity with the Court's Order. The Court finds  
25 that said notice was the best notice practicable under the circumstances. The court-approved

26  
27 <sup>1</sup> The Class Action and PAGA Settlement and Release Agreement (herein "Settlement  
28 Agreement" or "Settlement") was filed on July 9, 2025 and attached as Exhibit 1 to the  
Declaration of Sean M. Blakely in Support of Plaintiff's Motion for Preliminary Approval of  
Class Action Settlement. Unless otherwise indicated, all terms used in this Order and Final  
Judgment shall have the same meaning as that assigned to them in the Settlement.

1 Class Notice provided due and adequate notice of the proceedings and matters set forth therein,  
2 informed Class Members of their rights, and fully satisfied the requirements of California Code  
3 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4 5. The Court finds that no Class Member objected to the Settlement nor opted out  
5 of the Settlement, resulting in a 100% participation rate.

6 6. The Court hereby approves the settlement as set forth in the Settlement  
7 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement  
8 Agreement according to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the  
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;  
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined  
12 community of interest among members of the Settlement Class with respect to the subject matter  
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the  
14 members of the Settlement Class; (d) the Class Representative has fairly and adequately  
15 protected the interests of the Class Members; (e) a class action is superior to other available  
16 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to  
17 serve as counsel for the Class Representative and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and  
19 objections being a prerequisite to appeal, that this Order shall be considered final as of the date  
20 of notice of entry.

21 9. The Court orders Defendant to deliver the Gross Settlement Amount of Three  
22 Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) to the Settlement  
23 Administrator, as provided for in the Settlement. Specifically, Defendant shall deposit the Gross  
24 Settlement Amount with the Settlement Administrator within fifteen (15) calendar days of the  
25 Effective Date.

26 10. The Court finds that the Individual Class Shares, as provided for in the Settlement,  
27 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the  
28 Individual Class Shares in conformity with the terms of the Settlement.

1           11.     The Court finds that a Class Representative Service Payment in the amount of  
2 \$5,000.00 for Plaintiff is appropriate for his risks undertaken and service to the Settlement Class.  
3 The Court finds that this service payment is fair, reasonable, and adequate, and orders that the  
4 Settlement Administrator make this payment in conformity with the terms of the Settlement.

5           12.     The Court finds that attorneys' fees in the amount of \$93,750.00 and actual  
6 litigation costs of \$10,609.34 for Class Counsel, are fair, reasonable, and adequate in light of the  
7 common fund created by the Settlement, and orders that the Settlement Administrator distribute  
8 these payments to Class Counsel in conformity with the terms of the Settlement.

9           13.     The Court orders that the Settlement Administrator, Apex Class Action, LLC,  
10 shall be paid \$6,500.00 from the Gross Settlement Amount in conformity with the terms of the  
11 Settlement, for all of its work done and to be done until the completion of this matter and finds  
12 that sum appropriate.

13           14.     The Court finds that the payment to the California Labor & Workforce  
14 Development Agency ("LWDA") in the amount of \$11,250.00 for its 75% share of the  
15 \$15,000.00 settlement of Plaintiff's representative action under the California Labor Code  
16 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the  
17 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms  
18 of the Settlement. The remaining 25% or \$3,750.00 is to be distributed to the 106 Aggrieved  
19 Employees in conformity with the terms of the Settlement.

20           15.     This Court orders that any settlement checks shall be valid and negotiable for 180  
21 days from the date of issuance of the check, and that any settlement checks that remain uncashed  
22 after 180 days after they are mailed shall be distributed, subject to the Court's approval, to the  
23 Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the  
24 name of the Participating Class Member to whom the check was issued, until such time that they  
25 claim their property.

26           16.     As of the date of this Order and Final Judgment, and upon the complete funding  
27 of the Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of  
28 themselves and their respective former and present representatives, agents, attorneys, heirs,

1 administrators, successors, and assigns, generally and fully release and forever discharge  
2 Defendant and any and all of its former and present directors, officers, shareholders, partners,  
3 principals, consultants, related entities, parents, subsidiaries, managers, owners, members,  
4 employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs,  
5 executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and  
6 assigns (collectively the “Released Parties”) from all claims, causes of action, rights, demands,  
7 penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local  
8 law that were alleged, or reasonably could have been alleged, based on the facts stated in the  
9 Operative Complaint and/or ascertained in the course of the Action (“the Class Released  
10 Claims”). The Class Released Claims include any and all statutory, constitutional, contractual,  
11 and/or common law claims for wages, reimbursements, damages, penalties, restitution,  
12 liquidated damages, interest, attorneys’ fees, or litigation costs, including but not limited to  
13 claims arising under California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226,  
14 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and  
15 2804, California Business and Professions Code section 17200, *et seq.*, and any IWC Wage  
16 Orders (as codified in the California Code of Regulations). The Class Released Claims include  
17 but are not limited to any and all claims involving any alleged claims for minimum wage  
18 violations, failure to pay overtime wages, meal period violations, rest period violations, failure  
19 to reimburse necessary business expenditures, wage statement violations, waiting time penalties,  
20 and violation of California’s unfair competition law based on the aforementioned claims. Except  
21 as set forth above with respect to Plaintiff, Participating Class Members do not release any other  
22 claims, including claims for vested benefits, wrongful termination, violation of the Fair  
23 Employment and Housing Act, unemployment insurance, disability, social security, workers’  
24 compensation, or claims based on facts occurring outside the Class Period. In addition, all Class  
25 Members who are Aggrieved Employees, regardless of whether they are Participating Class  
26 Members or Non- Participating Class Members, on behalf of themselves and their respective  
27 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
28 assigns, along with the State of California, fully release and forever discharge the Released

Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action (“the PAGA Released Claims”). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2804 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, and waiting time penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, Participating Class Members, all Aggrieved Employees, and the State of California will be forever barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, against WPS and the Released Parties, in this or any other jurisdiction or forum, any and all Class Released Claims or PAGA Released Claims. The terms of the Settlement, and this Order and Judgment, shall be binding on Plaintiff, Participating Class Members, the State of California, and the Aggrieved Employees, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other proceedings constitute Class Released Claims or PAGA Released Claims as set forth in the Settlement.

17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the Settlement.

18. Neither this Order and Judgment nor the Settlement (or any other document

referred to in this Order and Judgment or the Settlement) is, may be construed as, or may be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the Settlement, or defend against the assertion of claims in any other proceeding, or as otherwise required by law. This Order and Judgment and the Settlement may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

19. A Compliance Hearing is set for September 17, 2026 at 8:30 a.m. A Report Re Distribution of Settlement Funds is due five (5) court days prior to the Compliance Hearing.

**IT IS SO ORDERED.**

Dated: 01/30/2026, 2026

  
\_\_\_\_\_  
Honorable Charmaine H. Buehner  
Judge of the Superior Court