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San Diego Superior Court
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Clerk of the Superior Court
By: K. Mulligan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

STEPHEN ARMAS and JOSUE ISRAEL JERONIMO BRAN, as individuals and on behalf of others similarly situated and the State of California under the Private Attorneys General Act, Plaintiffs, vs. JJ&S ASBESTOS REMOVAL, INC., and DOES 1 through 50, inclusive, Defendants.	Case No. 24CU000405C [*Assigned for All Purposes to Hon. Blaine K. Bowman, Dept. C-74*] **[~~PROPOSED~~] ORDER OF FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND FINAL JUDGMENT** Date: October 2, 2026 Time: 8:30 a.m. Dept.: C-74

This matter came on regularly for hearing before this Court on October 2, 2026, pursuant to California Rule of Court 3.769 and this Court's May 15, 2026 Order Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order"). Having considered the parties' Joint Stipulation and Settlement Agreement of Class Action and PAGA Representative Action Claims ("Settlement")[1] and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement and ORDERS as follows:

1. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class consisting of:

> All current and former non-exempt employees of Defendant who worked in California during the Class Period.
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> The Class Period is July 10, 2020 through March 4, 2026.

Additionally, for the purposes of this Settlement only, the PAGA Group includes:

> All Class Members who worked as non-exempt employees of Defendant at any time from July 30, 2024 to March 4, 2026.

2. Plaintiffs Stephen Armas and Josue Israel Jeronimo Bran are hereby confirmed as Class Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; Paul Haines of Haines Law Group, APC; and Nicholas Ferraro of Ferraro Vega Employment Lawyers, Inc. are hereby confirmed as Class Counsel.

3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on May 15, 2026, and the notice process has been

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Notice of Class and Representative Action Settlement provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that zero (0) of the 363 Settlement Class members objected to the Settlement, zero (0) Class Members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

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

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

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

8. The Court orders that Defendant deposit the Gross Settlement Amount of $310,000.00 and employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third party administrator within thirty (30) days of the parties approval of the Settlement Administrator's final distribution calculations.

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9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the State of California, Unclaimed Property Division in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that a service award in the amount of $10,000.00 for Plaintiff Stephen Armas is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that a service award in the amount of $10,000.00 for Plaintiff Josue Israel Jeronimo Bran is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of $108,500.00, and litigation costs of $21,361.23 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid $8,250.00 from the Total Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

15. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $13,000.00 (or 65% of the $20,000 for PAGA Payment) for its share of the settlement of Plaintiffs' representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 35% or $7,000.00 will be distributed to the PAGA Group.

16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Fund allocated to wages shall be paid by Defendant separately, and in addition to, the Total Settlement Amount.

17. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Participating Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, or any action taken to carry out the settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

19. Plaintiffs and all Participating Settlement Class Members release Defendant, all of its affiliates, and each of Defendant's subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns ("Released Parties") from any and all claims asserted in the Third Amended Class Action and Representative Action Complaint or any other claims that could have been asserted in the Third Amended Class Action and Representative Action Complaint based on the facts alleged, including claims during the Class Period concerning violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, minimum wages, overtime wages, late payment of wages, waiting time penalties, unreimbursed business expenses, recordkeeping, record production, claims for violation of the California Labor Code (including Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1198, 2802), claims for violation of all similar provisions or requirements of California law (including the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, and the General Minimum Wage Order, and Business & Professions Code § 17200 et seq.) ("Released Claims"). The time period release for the release of the Released Claims against the Released Parties shall be the same time period as the Class Period.

20. All PAGA Group Members (including Plaintiffs) release Released Parties from any claim for civil penalties under the Private Attorneys General Act of 2004 arising from the Released Claims during the PAGA Period ("Released PAGA Claims"). The PAGA Period is the period from July 30, 2024 to March 4, 2026.

21. Plaintiffs, in addition to Released Claims and Released PAGA Claims, release Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with their employment by and termination from Released Parties and any act or omission by or on the part of any of the Released Parties committed or omitted prior to the date that the Final Approval Order is signed. This includes, but it not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Released Parties and the termination of that employment; claims or demands related to wages, bonuses, vacation pay, benefits and expense reimbursements pursuant to any federal, state or local law or cause of action, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity; violation of the California Fair Employment and Housing Act, the California Labor Code, the California Constitution; and any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 and any private attorney general action under the California Business & Professions Code § 17200.

22. For purposes of Plaintiffs' release, in addition to the released claims referenced above, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

23. The releases identified herein will only be effective upon the date that Defendant fully funds the Total Settlement Amount and employer-side payroll taxes.

24. 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." Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

25. The Settlement Class members were provided notice that the Final Judgment would be posted on a website identified in the Notice of Class and Representative Action mailed to Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the Settlement Administrator's website at armas-v-jjs-asbestos-removal.phoenixcases.com.

26. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before **July 14, 2027**.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: 10-2, 2026

Honorable Blaine K. Bowman
Judge of the Superior Court