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FILED Superior Court of California County of Butte JUL 22 2026 Sharif Elmallah, Clerk By _____ Deputy FILED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

ROBERTA JEAN LINOZ and NATALIE YANG, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

MAINS'L CALIFORNIA, LLC, a California limited liability company; MAINS'L SERVICES, INC., an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV01439

[Assigned for all purposes to the Hon. Stephen E. Benson, Dept. 6]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: July 22, 2026
Time: 9:00 a.m.
Dept: 6

Complaint filed: June 1, 2023
Trial date: Not set

Electronically Filed

[PROPOSED] ORDER

This matter came on for hearing on July 22, 2026, at 9:00 a.m., in Department 6 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. On April 8, 2026, this Court issued an Order preliminarily approving the Parties Class Action and PAGA Settlement (the "Settlement"). Plaintiffs Roberta Jean Linoz and Natalie Yang ("Plaintiffs") now seek an order granting final approval of the Settlement and the Class, Collective, and Representative Action Settlement Agreement and Release of Claims ("Agreement"), a copy of which is attached as **Exhibit 1** (¶ 10) to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, filed February 13, 2026 ("Fattahi MPA Declaration").

Having received and considered the Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on April 8, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS AND FINDINGS:**

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the Agreement and the Motion for Final Approval. A copy of the Agreement is attached as **Exhibit 1** to the Fattahi MPA Declaration and is made a part of this Order.

2. The Court has personal jurisdiction over Plaintiffs and Defendants Mains'l California, LLC and Mains'l Services, Inc. ("Defendants"), the Parties to this litigation, and subject matter jurisdiction to approve this Agreement and all exhibits thereto.

3. Pursuant to the Order granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), the Class Notice was sent to each Class Member by First Class mail. The Class Notice informed Class Members of the terms of the Settlement, their right to receive an Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b) request exclusion from the Settlement and pursue their own

remedies; (c) dispute the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing. Four (4) Class Members, Amanda Madeleine Michard, Kim Louise Molina, Mary Evelyn Dalke, and Sandra Joan Sim have requested exclusion from the proposed Settlement, and no Class Member has objected.

4. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and determines that the notice provided in this case was the best notice practicable and satisfied the requirements of law and due process. Notice was provided to Class Members in compliance with the Agreement and Preliminary Approval Order, California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and all other applicable law. Specifically, the Class Notice: (i) fully and accurately informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class Members were able to decide whether to opt out and pursue their own remedies or object to the proposed Settlement; (iii) provided procedures for Class Members to request exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute the number of workweeks, and to appear at the hearing; (iv) provided the time, date, and place of the Final Fairness Hearing; and (v) provided both English and Spanish translations of the Notice. A full opportunity has been afforded to Class Members to participate in this hearing and all Class Members who did not timely opt out of the class action portions of the Settlement ("Settlement Class Members") and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Settlement Class Members are bound by this Final Approval Order.

5. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the class and a well-defined community of interest exists among Class Members with respect to the subject matter of the action; (c) the claims of Class Representatives Roberta Jean Linoz and Natalie Yang are typical of Class Members' claims; (d) the Class Representatives have fairly and adequately

protected the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class Representatives are qualified to serve as Class Counsel. In negotiating, entering, and implementing the Agreement, Plaintiffs and Plaintiffs' counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court has certified a Class for settlement purposes only, defined as all persons all persons who are or previously were directly employed by Defendants in California and classified as non-exempt employees at any time during the Class Period (from June 1, 2019, to April 8, 2026) in the State of California. The Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a). The Court finds further that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule 3.769, and applicable law.

7. The Court hereby confirms Arrash T. Fattahi, Alan Wilcox, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.

8. The Court hereby confirms Plaintiffs as Class Representatives.

9. The Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate, and directs the Parties to effectuate the Agreement to be binding on all Settlement Class Members according to its terms, having found that the Settlement was reached because of informed and non-collusive arm's length negotiations facilitated by a neutral mediator.

10. The Court finds that the Parties conducted adequate investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class. Accordingly, the Court finally **APPROVES** the terms and conditions contained in the Agreement as to Settlement Class Members and Aggrieved Employees. The Court finds that the Settlement is, in all respects, fair, reasonable, and

adequate and in the best interests of Settlement Class Members and Aggrieved Employees and hereby directs implementation of all remaining terms, conditions, and provisions of the Agreement.

11. The Court hereby approves that Defendants shall pay a total of **$1,400,000.00** to resolve this litigation.

12. The Court finds and determines that the Individual Settlement Payments to be paid to Settlement Class Members as provided for by the Agreement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts to be made to Settlement Class Members in accordance with the Agreement.

13. Pursuant to Labor Code Section 2699, subdivision (l)(2), the Court also approves of the Agreement's provisions relating to settlement of claims under the Private Attorneys General Act of 2004 ("PAGA"), Lab. Code § 2698, *et seq.*

14. From the Gross Settlement Amount, the Court finds and determines that payment of **$50,000.00** in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency ("LWDA") will receive 75% ($37,500.00), and the remaining 25% ($12,500.00) will be distributed to Aggrieved Employees (defined as all Class Members who worked at any time during the PAGA Period (August 12, 2022, through April 8, 2026). Where applicable, this definition also includes the LWDA and the State of California). The Court hereby grants final approval to and orders the payment of the amount in accordance with the Agreement.

15. From the Gross Settlement Amount, the Court finds and determines the Class Representative Service Awards of **$10,000.00** to each Plaintiff ($20,000.00 total) is fair and reasonable. The Court hereby grants final approval to and orders the payments of that amount to be paid to Plaintiffs for their service as a class representatives and for their agreements to release claims.

16. From the Gross Settlement Amount, the Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Class Action Administration Solutions ("Settlement Administrator") in the amount of **$12,000.00** are fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount to the Settlement Administrator in accordance with the Agreement.

17. From the Gross Settlement Amount, the Court hereby awards Class Counsel attorneys' fees in the amount of **$490,000.00** and litigation costs in the amount of **$26,668.54**. The Court hereby grants final approval to and orders the payment of those amounts to Class Counsel in accordance with the Agreement.

18. The Court finds that the Parties adequately performed their obligations under the Agreement and Preliminary Approval Order.

19. Entry of this Final Approval Order shall constitute a full and complete bar against Plaintiffs, Settlement Class Members, and Aggrieved Employees (whether individually, cumulatively, in any combination, or in any manner) and in favor of the Released Parties (as defined in the Agreement) from bringing any Released Claims against Defendants and other Released Parties (whether individually, cumulatively, in any combination, or in any manner) and shall constitute *res judicata* and collateral estoppel with respect to the Released Claims. Accordingly, as of the Effective Date, the Court finally and permanently bars and restrains all Aggrieved Employees from pursuing, or seeking to reopen, any released claims as defined in the Agreement and/or the Class Notice. Further, upon the receipt of Class Counsel's Fees and Costs, as ordered by the Court on Final Approval of the Settlement, Class Counsel shall fully and finally release Defendants and the Released parties from any and all claims for attorneys' fees and expenses arising from the Action and for attorneys' fees and expenses for any claims released by Settlement Class Members related to the Action, whether known and unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

20. The Court orders the Parties to comply with and carry out all terms and provisions of the Agreement, 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 Agreement.

21. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation, and enforcement of this Order and the Agreement.

22. Defendants shall not have any further liability for costs, expenses, interest, or attorneys' fees, or for any other charge, expense, or liability, except as provided for by the

Settlement.

23. The Agreement is not a concession or admission and shall not be used against Defendants, or against any other Released Party, as an admission of fault or indication with respect to any claim of any fault or omission by Defendants or any other Released Party. Except as necessary to enforce the terms of the Agreement, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse to Defendants or any Released Party, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any other Released Party of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Agreement.

24. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

25. All checks mailed to Settlement Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Settlement Class Member or Aggrieved Employee fails to cash his/her check by the deadline, then the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Settlement Class Member or Aggrieved Employee, or as otherwise directed by the Court. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

26. Within seven (7) days of this order, the Settlement Administrator shall give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

27. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains continuing jurisdiction over the Action and the Settlement for purposes of **(a)** enforcing the Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

28. 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 Agreement against Defendants.

29. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Final Approval Order as of the date of this order. By operation of the entry of this Final Approval Order, the Parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Agreement.

30. **Notice of Judgment.** Plaintiffs are to give notice to all Class Members of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

31. **Copy to LWDA.** Within 10 days of entry of this Final Approval Order and Judgment, Plaintiffs shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code Section 2699, subdivisions (l), (3), & (4).

32. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court fifteen (15) days before the settlement compliance hearing set for 5/5, **2027, at** 9:00 **a.m./~~p.m.~~.** If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the settlement compliance hearing.

33. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Preliminary Approval Order, and this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 7/22/26

Honorable Stephen E. Benson
Judge of the Superior Court