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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HECTOR GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FORGIATO INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV31730

[*Assigned for all purposes to the Hon. Elaine Lu, Dept. SSC-9*]

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

Date: January 7, 2027
Time: 8:30 a.m.
Dept.: SSC-9

Briefing Schedule
Motion Due: November 20, 2026
Opposition Due: December 10, 2026
Reply Due: December 24, 2026

This matter came on regularly for hearing before this Court on January 7, 2027, pursuant to California Rule of Court 3.769 and this Court's July 22, 2026 Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Second Amended Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")[1] and the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement 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 Plaintiff's 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 defined as:

> All individuals whom Defendant Forgiato Inc. classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period.
>
> Class Period means the period of time starting on December 2, 2020 and ending on May 21, 2026.

2. Plaintiff Hector Garcia is hereby confirmed as Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

3. Notice was provided to the Settlement Class of 144 as set forth in the Settlement. The form and manner of notice were approved by the Court on July 22, 2026, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Court Approved Notice of Class Action and PAGA Settlement, and Hearing Date for Final Court Approval provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Second Amended Class Action and PAGA Settlement Agreement.

satisfied the requirements of California Civil Code § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that no Settlement Class member objected to the Settlement, that zero (0) of the 144 Settlement Class Members have opted out of the Settlement, and that the 100 percent participation rate in the Settlement supports final approval.

5. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement 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 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 Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has 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 Representative 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 Defendant to deliver the Settlement Amount of $173,000.00 to Phoenix Settlement Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically, Defendant shall fully fund the Gross Settlement Amount, and any amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator by no later than fourteen days after the Effective Date. The Effective Date means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9. Norman Celik ("Guarantor") is jointly and severally liable for payment of the Gross Settlement Amount and shall personally guarantee payment of the Gross Settlement Amount and any amounts necessary to fully pay Defendant's share of payroll taxes. Should the Guarantor be required to make payment of the Gross Settlement Amount and Defendant's share of payroll taxes, the Guarantor shall transmit all funds to the Settlement Administrator by no later than 30 days after the Effective Date.

10. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

11. 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.

12. The Court finds that a Class Representative Service Payment in the amount of $7,500.00 for Plaintiff Hector Garcia 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 $57,666.66 and actual litigation costs of $20,696.54 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 $7,500.00 from the Gross 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 for its 65 percent share of the $20,000.00 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act

("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 35 percent or $7,000.00 of the PAGA Penalties is to be distributed to the 89 Aggrieved Employees in conformity with the terms of the Settlement.

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

17. After the above deductions, attorneys' fees ($57,666.66), attorneys' litigation costs ($20,696.54), Class Representative Service Payment to Plaintiff ($7,500.00), Settlement Administrator costs ($7,500.00), and PAGA Penalties ($20,000.00), the Net Settlement Amount of $59,636.80 is to be distributed to 144 Settlement Class members, that worked a total of 19,010 workweeks during the Class Period, in conformity with the terms of the Settlement. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment is estimated to be $887.81, the lowest Individual Class Payment is estimated to be $3.14, while the average Individual Class Payment is estimated to be $414.14. Participating Class Members will be issued payment of their Individual Class Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

18. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all 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.

19. Upon the date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant or Guarantor, by virtue of this Judgment, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and its respective former, current and future parent companies, subsidiaries, affiliates, shareholders, managers, owners, financial interest holders, members, agents, principals, heirs, representatives (including, without limitation, any

investment bankers, accountants, auditors, consultants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action and which occurred during the Class Period. The claims released include, without limitation: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all necessary business expenses; (7) failure to pay all wages owed upon termination; and (8) unfair competition in violation of Business and Professions Code section 17200, *et seq*. premised on the above claims; and violation of or liability under California Labor Code under sections 203, 204, 226 *et seq*., 226.7, 510, 512, 516, 558*,* 1194, 1194.2, 1197, 1198, 2802, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

20. Upon the date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant or Guarantor, by virtue of this Judgment, all Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide all legally required rest periods or pay rest period premiums; (5) failure to provide accurate, itemized wage statements; (6) failure to reimburse necessary business expenditures; (7) failure to timely pay all wages upon separation of employment; and (8) failure to maintain accurate records, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

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21. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff also agrees to release, in addition to the Released Class Claims and Released PAGA Claims, all claims, whether known or unknown, under federal law or state law against the Released Parties through the date Plaintiff executed the Settlement Agreement. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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**.

22. The Releases identified herein shall be null and void if Defendant or the Guarantor fail to fully fund the settlement.

23. 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, nor 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.

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."

25. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court, Rule 3.769(h), the Court retains jurisdiction to enforce the Settlement, this Final Approval Order and the Judgment entered in connection with the Settlement.

26. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before October 7, 2027.

IT IS SO ORDERED.

Dated: _____, 2027

_____
Honorable Elaine Lu
Judge of the Superior Court