BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Christine T. LeVu (State Bar #288271)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

YESENIA LOMELI, an individual, on behalf of herself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24CU002537C**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 24, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Euketa Oliver
Dept.: 75

Date Action Filed: February 9, 2024
Trial Date: Not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on November 6, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted**,**

Dated: November 16, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On November 16, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

Stephen W. Robertson
srobertson@martensonlaw.com
Michell Patroni Green
mpatroni@martensonlaw.com
MARTENSON, HASBROUCK & SIMON, LLP
455 Capitol Mall, Suite 400
Sacramento, CA 95814
cc: Jenna Campos - jcampos@martensonlaw.com

Attorneys for Defendant

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 16, 2026, at La Jolla, California.

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

FILED
San Diego Superior Court
NOV 0 6 2026
Clerk of the Superior Court
By: T. Bell, Deputy

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Email: kyle@bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

YESENIA LOMELI, an individual, on behalf of herself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CU002537C

~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: September 24, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Euketa Oliver
Dept.: C-75

Complaint Filed: July 24, 2024
FAC Filed: February 3, 2025

The motion of Plaintiff Yesenia Lomeli ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Stars Intervention, Inc. ("Defendant") and for an award of attorneys' fees and costs, service payment, and the fees of the Administrator duly came on for hearing on September 24, 2026 before the Honorable Euketa Oliver.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of San Diego, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Thousand Dollars ($700,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On February 27, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about July 9, 2026. Mailing of the Class Notice to their last known addresses was the best notice option under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out of the Class or submitting written objections to the Settlement was September 7, 2026, which was extended by 14 days for re-mailed Class Notices. There was an adequate interval between mailing of the Class Notice and the response deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Participating Class Members to participate in this hearing, and all Participating Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during an all-day mediation before Steven J. Rottman, a respected and experienced

mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. Only one (1) request for exclusion was received.

e. The participation rate was high. 413 Participating Class Members will be mailed a settlement payment, representing 99.76% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $233,333 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $22,000 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of $15,000 to the Plaintiff is reasonable in light of

the risks and burdens undertaken by the Plaintiff in the litigation and for her time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Participating Class Members in the manner set forth in the Agreement, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $12,290 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $15,000, which shall be allocated with 75% ($11,250) allocated to the LWDA PAGA Payment and 25% ($3,750) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period (April 22, 2023, through August 28, 2025). All Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

> All current and former non-exempt employees who worked for Defendant in the State of California during the Class Period (July 24, 2020 through August 28, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. The one individual who requested exclusion is Xochitl Martinez-Even.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in monthly installments of $28,000 per month beginning March 20, 2026 and continuing until fully paid.. In the event Defendant defaults on any of the payments set forth above, after being given notice by Class Counsel and an opportunity to cure within fourteen (14) days, Defendant agrees that all payments still due and owing on the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes, less any payments received, shall be accelerated and due immediately.

18. Within 14 days after Defendant funds 50% of the Gross Settlement Amount, the Administrator will mail pro-rata checks for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Within 14 days after Defendant fully funds the remaining 50% of the Gross Settlement Amount, the Administrator will mail pro-rata checks for the remaining 50% of the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

19. Class Counsel are awarded attorneys' fees in the amount of $233,333 and costs in the amount of $22,000. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

20. The payment of the Class Representative Service Payment in the amount of $15,000 to the Plaintiff is approved.

21. The payment of $12,290 to the Administrator for its fees and expenses is approved.

22. The Court confirms its approval of the PAGA Penalties in the amount of $15,000 are approved and shall be allocated in accordance with the Agreement.

23. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in this Action. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment

to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the LWDA.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

28. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and as approved by the Court.

29. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

30. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from any and all claims and relief asserted or that could have been asserted based on the facts of the Operative Complaint filed in the Action, including claims for alleged

failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; failure to provide accurate and/or complete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); and failure to provide required written notices to employees. This release includes all claims and relief under California Labor Code sections 201-204, 210, 218, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010 et seq., California Business and Professions Code section 17200, as well as any tort, contract, and/or common law claims based on the facts of the Operative Complaint. The Released Class Claims do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

31. "Released Parties" are defined as: Defendant, and its and their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, assigns, former, current, or future parents and affiliated entities.

32. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA will release the Released Parties from any and all PAGA claims that occurred during the PAGA Period asserted or that could have been

asserted based on the facts of the Operative Complaint and the PAGA Notices filed in the Action, including PAGA claims for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including failure to pay minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; inaccurate and/or incomplete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); failure to provide required written notices to employees; and PAGA penalties based on the same facts in the Operative Complaint and PAGA Notices under California Labor Code sections 201-204, 210, 218 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2800, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010.

33. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to the Plaintiff's Release, as set forth fully in paragraph 6.1 of the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 11/6/2020

HON. EUKETA OLIVER
JUDGE, SUPERIOR COURT OF CALIFORNIA