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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TEHAMA

CHRISTOPHER VANDERBEEK, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, v. OUTBACK CONTRACTORS, INC., a California corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 24CI-000225 **[PROPOSED] ORDER GRANTING FINAL APPROVAL** Date: December 15, 2026 Time: 8:30 a.m. Judge: Hon. Matthew C. McGlynn Dept.: 5

Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement") duly came on for hearing on December 15, 2026, before the above-entitled Court. JCL Law Firm, APC, and Zakay Law Group, APLC appeared on behalf of Plaintiff Christopher Vanderbeek ("Plaintiff"). Swanson Law Office appeared on behalf of OUTBACK CONTRACTORS, INC. ("Defendant").

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 capitalized 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 in the California Superior Court for the County of Tehama ("Court"), Case No. 24CI-000225, entitled *Christopher Vanderbeek v. Outback Contractors, Inc.,* and over all Parties to this litigation, including the Class.

3. 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 there is a well-defined community of interest among the Class with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative has 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) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. and Sydney Castillo-Johnson, Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. and Jackland K. Hom, Esq., of the Zakay Law Group, APLC (hereinafter "Class Counsel"), are qualified to serve as counsel for the Class Representative and the Class.

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Preliminary Approval of the Settlement

4. On September 9, 2026, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

5. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Class Members at their last known addresses on September 30, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

6. The Response Deadline for opting out or objecting was November 16, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

Fairness of the Settlement

7. The Agreement provides for a Gross Settlement Amount of $255,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

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

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. No requests for exclusion were received.

e. The participation rate is high. All Class Members will be participating in the Settlement and will be sent settlement payments.

8. 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 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

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

Class Counsel's Fees and Costs

10. The Agreement provides for a payment for Class Counsel's combined fees and costs in the amount of up to One Hundred Fourteen Thousand One Hundred Fifty Dollars ($114,150.00). Subject to Court approval, the attorneys' fees are equal to 33% of the Gross Settlement Amount, or Eighty-Four Thousand One Hundred Fifty Dollars ($84,150.00), and reimbursement of costs in the amount of Thirty Thousand Dollars ($30,000.00).

11. Class Counsel's fees and costs of One Hundred Two Thousand One Hundred Twenty-Five Dollars and Ten Cents ($102,125.10) comprised of attorneys' fees in the amount of Eighty-Four Thousand One Hundred Fifty Dollars ($84,150.00) and reimbursement of costs and expenses in the amount of Seventeen Thousand Nine Hundred Seventy-Five Dollars and Ten Cents ($17,975.10) 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 attorneys' fees represent one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

Settlement Administration Costs

12. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed $5,490.00. The Declaration of the Administrator provides that the actual

claims Administration Expenses were $5,490.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II.

ORDERS

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

1. The Class is certified for the purposes of settlement only. The Class is hereby defined to include:

> all persons who are or previously were employed by Defendant in California and classified as non-exempt employees at any time from g August 30, 2020 through July 31, 2026 (the "Class Period").

2. Every person in the Class who did not submit a timely and valid Request for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement Administrator, zero Class Members opted-out of the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. The Court hereby confirms Plaintiff Christopher Vanderbeek as the Class Representative in this Action.

5. The Court hereby confirms Jean-Claude Lapuyade, Esq. and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC and Shani Zakay, Esq. and Jackland K. Hom, Esq. of Zakay Law Group, APLC as Class Counsel for the Class Representative in this Action.

6. Class Counsel are awarded One Hundred Two Thousand One Hundred Twenty-Five Dollars and Ten Cents ($102,125.10) comprised of attorneys' fees in the amount of one-third of the Gross Settlement Amount, or Eighty-Four Thousand One Hundred Fifty Dollars ($84,150.00) and reimbursement of costs and expenses in the amount of Seventeen Thousand Nine Hundred Seventy-Five Dollars and Ten Cents ($17,975.10). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

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7. The payment of the Service Award of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff is approved.

8. The payment of $5,490.00 to the Settlement Administrator for Claims Administration Expenses is approved.

9. The PAGA Payment of $20,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or collusion.

10. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Settlement Class Member.

11. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys' General Act ("PAGA").

12. The term "Aggrieved Employees" is hereby defined as all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee during the PAGA Period. The PAGA Period means the period from August 30, 2023 to July 31, 2026.

13. The Agreement is 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. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. 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 and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,

any of the Parties 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 claims being released by the Settlement.

14. Notice of entry of this Final Approval Order and Judgment shall be given by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

15. After entry of Final Judgment, and pursuant to C.C.P. Section 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, 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.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

17. The Court sets a status conference on **_____, at _____ a.m.** in Department 5 to confirm the completion of the settlement process.

IT IS SO ORDERED.

DATED: _____

_____
Hon. Matthew C. McGlynn
JUDGE OF THE SUPERIOR COURT