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7 *Attorneys for Plaintiff Mario Mendoza and the Class*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 MARIO MENDOZA, individually, and on behalf
11 of other members of the general public similarly
12 situated,

13 Plaintiff,

14 vs.

15 MINGEI INTERNATIONAL, INC., a California
16 Nonprofit Corporation; and DOES 1 through 25,
inclusive,

17 Defendants.
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F I L E D
San Diego Superior Court

MAR 18 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

Case No. 37-2024-00015385-CU-OE-CTL

Honorable Michael D. Washington
Department C-73

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

Date: March 6, 2026
Time: 9:00 a.m.
Dept.: C-73

Complaint Filed: April 2, 2024
Trial Date: Not Set

1 Plaintiff Mario Mendoza’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
2 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs came before
3 this Court on **March 6, 2026 at 9:00 a.m.** before the Honorable Michael D. Washington in Department
4 C-73 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101.

5 Having received and considered the Joint Stipulation of Class Action Settlement (“Settlement
6 Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action Settlement,
7 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs, the
8 supporting papers filed by the Parties, the Declarations of Class Counsel (James S. Winn Jr.), the Class
9 Representative (Mario Mendoza), and the Settlement Administrator (Norma Ayala on behalf of Apex
10 Class Action LLC), and the evidence and argument received by the Court in conjunction with the
11 Motion for Preliminary Approval of Class Action Settlement and documents thereto, the Court grants
12 final approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
13 **DETERMINATION:**

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant Mingei International, Inc. (“Defendant”) (together, with Plaintiff, the
16 “Parties”), including all members of the Class.

17 2. The Court finds that the following Class is properly certified as a class for settlement
18 purposes only: “All current and former non-exempt, hourly paid employees who worked for Defendant
19 in California at any time during the Class Period.” The “Class Period” is defined as the period from
20 April 2, 2020 through May 20, 2025.

21 3. The Court appoints Plaintiff Mario Mendoza as the Class Representative for settlement
22 purposes only.

23 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Alexandra Rose, and
24 James S. Winn Jr. of Blackstone Law, APC as Class Counsel for settlement purposes only.

25 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
26 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
27 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
28 any other applicable law, and constitutes the best notice practicable under the circumstances, by

1 providing individual notice to all Class Members who could be identified through reasonable effort,
2 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
3 other Class Members. The Class Notice fully satisfied the requirements of due process.

4 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
5 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
8 3.769.

9 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
10 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
11 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any
12 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
13 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
14 by or against Defendant or any of the other Released Parties.

15 8. The Court finds that no Class Members have validly and timely opted out of the Class
16 Settlement and no Settlement Class Members have objected to the Class Settlement.

17 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
18 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
19 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

20 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
21 to Class Counsel in the sum of \$78,750.00 and reimbursement of actual litigation costs and expenses
22 to Class Counsel in the sum of \$19,583.72. The attorneys' fees and reimbursement of litigation costs
23 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
24 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
25 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
26 obtained for the Class.

27 11. The Court approves and orders payment from the Gross Settlement Amount in the
28 amount of \$6,250.00 to Apex Class Action LLC for performance of settlement administration services.

1 12. It is hereby ordered that no later than thirty (30) calendar days after the Effective Date,
2 Defendant will deposit half of the Gross Settlement Amount (i.e. \$112,500.00) and the Employer
3 Taxes relating to the First Installment into the Qualified Settlement Fund (“QSF”) (“First
4 Installment”), in accordance with the terms and methodology set forth in the Settlement Agreement.

5 13. It is hereby ordered that within five (5) business days after Defendant funds the First
6 Installment, the Settlement Administrator will distribute half of the Individual Settlement Payments to
7 Settlement Class Members, half of the Attorneys’ Fees and Costs to Class Counsel, half of the
8 Enhancement Payment to Plaintiff, half of the LWDA Payment to the LWDA, and half of the
9 Settlement Administration Costs to itself.

10 14. It is hereby ordered that no later than six (6) months after the First Installment,
11 Defendant will deposit the remaining half of the Gross Settlement Amount (i.e. \$112,500.00) and the
12 Employer Taxes relating to the Second Installment into the QSF (“Second Installment”), in accordance
13 with the terms and methodology set forth in the Settlement Agreement.

14 15. It is hereby ordered that within five (5) business days after Defendant funds the Second
15 Installment, the Settlement Administrator will distribute the remaining half of the Individual
16 Settlement Payments to Settlement Class Members, remaining half of the Attorneys’ Fees and Costs
17 to Class Counsel, remaining half of the Enhancement Payment to Plaintiff, remaining half of the
18 LWDA Payment to the LWDA, and remaining half of the Settlement Administration Costs to itself.

19 16. Each Individual Settlement Payment will be valid and negotiable for one hundred and
20 eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any
21 funds associated with such canceled checks will be distributed by the Settlement Administrator to the
22 California Controller’s Unclaimed Property Division in the name of the Settlement Class Member.

23 17. Upon the Effective Date and full funding of the Second Installment, Plaintiff and all
24 Settlement Class Members, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to
26 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
27 Released Parties of any and all claims that were or could have been alleged in the Operative Complaint
28 that arose during the Class Period including without limitation with respect to the following claims:

1 (a) failure to pay overtime wages, including failure to include additional remuneration when
2 calculating overtime wages; (b) failure to provide compliant meal periods or pay meal period
3 premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period
4 premiums in lieu thereof; (d) failure to pay minimum and straight time wages; (e) failure to timely pay
5 all earned wages and final paychecks due at time of separation of employment; (f) failure to timely
6 pay wages during employment; (g) failure to provide complete and accurate wage statements; (h)
7 failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses
8 and costs; (j) failure to pay all accrued and vested vacation and sick pay; (k) all claims under California
9 Business & Professions Code §§ 17200 *et seq.* for unfair business practices that could have been
10 premised on the facts, claims, causes of action, or legal theories described above; and (k) violation of
11 the California Industrial Wage Orders that could have been premised on the facts, claims, causes of
12 action, or legal theories described above, as well as any potential penalties, interest, or attorneys' fees
13 associated with all of such causes of action under California law (collectively, "Released Claims").

14 18. Upon the Effective Date and full funding of the Second Installment, Plaintiff,
15 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
17 liabilities, demands, obligations, guarantees, costs, expenses, interest, penalties, attorneys' fees and
18 costs, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected
19 or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment
20 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
21 of the Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
22 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
23 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
24 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
25 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil
26 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
27 follows:

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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.

19. "Released Parties" means Defendant and any of its past, present, and/or future directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

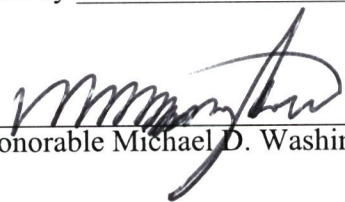
20. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

21. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22. A Compliance Hearing is set for _____ at _____ in Department C-73 of this Court located at 330 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: March 18, 2020



Honorable Michael D. Washington