Electronically Received 10/8/26 4:43 PM

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN
NOV 05 2026
BY _____ DEPUTY
ENDORSED

David Mara, Esq. (SBN 230498)
Carter Cordura, Esq. (SBN 359252)
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, CA 92108
Telephone: 619.234.2833
Facsimile: 619.234.4048

Colette Mahon, Esq. (304745)
LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS
3500 West Olive Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 375-5101
Facsimile: (323) 306-5571

Attorneys for Plaintiff
MARIA MARTINEZ on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIA MARTINEZ on behalf of herself, all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

TIM HOFER, INC.; ENVIRONMENT CONTROL CENTRAL CAL, INC.; and DOES 1-100,

Defendants.

Case No.: BCV-24-101779

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

Date: October 30, 2026
Time: 8:30 a.m.

~~[PROPOSED]~~ ORDER

Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for Final Approval") came before this Court, the Honorable Thomas S. Clark, presiding, on October 30, 2026 at 8:30 a.m.. The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. All terms used herein shall have the same meaning as defined in the Parties' Joint Stipulation and Settlement Agreement and the Order Granting Plaintiff Maria Martinez's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement ("Preliminary Approval Order").

2. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq*. have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include all non-exempt or hourly paid employees who are or were employed by Defendants and performed work in California at any time from May 29, 2020 through September 15, 2025, and who did not execute an arbitration agreement relating to their employment.

3. The "PAGA Class Members" are similarly defined to include all non-exempt or hourly paid employees who are or were employed by Defendants and performed work in California at any time from May 8, 2023 through September 15, 2025.

4. The Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the proceeding.

5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The Class Notice informed the Class of the material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of their right to comment upon or object to the settlement and to appear in person or through counsel at the Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of time were

provided by each of these procedures.

6. In response to the Class Notice, no member of the Class submitted a written objection to the settlement or stated an intention to appear at the Final Approval Hearing. In addition, no member of the Class submitted a request to be excluded from the settlement. Moreover, no member of the Class submitted any workweek disputes.

7. 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 Class Members' response. The Court finds and determines that the Class Notice was the best notice practicable under the circumstances and satisfied the requirements of law and due process.

8. The Court further finds and determines that the terms of the settlement are fair, reasonable, and adequate to the Class and to each Class Member. The Gross Settlement Amount ("GSA") is $555,000.

9. Pursuant to California law, the Court hereby grants final approval of the settlement. The Court finds that the settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that 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 considered the absence of objections, workweek disputes, and requests for exclusion from the settlement, reviewed the monetary recovery provided as part of the settlement, and recognizes the significant value accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the Joint Stipulation and Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms.

10. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.

The Class Members also have had a full and fair opportunity to exclude themselves from the settlement. Accordingly, the Court determines that all Class Members who did not submit a timely and valid request for exclusion from the settlement to the Settlement Administrator ("Participating Class Members") are bound by this Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Final Approval Order and Judgment").

11. In exchange for a portion of the Net Settlement Amount, upon the date that the settlement is finally approved and settlement funds are paid in full by Defendants, all Participating Class Members shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Class Claims, as defined in the Joint Stipulation and Settlement Agreement.

12. In exchange for a portion of the PAGA Payment, upon the date that the settlement is finally approved and the funds are paid in full by Defendants, all PAGA Class Members shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released PAGA Claims, as defined in the Joint Stipulation and Settlement Agreement.

13. The Court hereby confirms David Mara, Jill Vecchi, and Carter Cordura of Mara Law Firm, PC, and Colette Mahon of Lawyers for Employe and Consumer Rights as Class Counsel in this action.

14. The Court hereby confirms Plaintiff Maria Martinez as the Class Representative in this action.

15. The Court finds and determines that the Individual Settlement Shares provided for by the terms of the Joint Stipulation and Settlement Agreement to be paid to the Participating Class Members are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the terms of the Joint Stipulation and Settlement Agreement.

17. The Court finds and determines that the payment to the Settlement Administrator, Apex Class Action LLC, in the sum of $6,990 for its fee and expenses incurred and to be incurred for the notice and settlement administration process is fair and reasonable. The Court hereby orders the

Settlement Administrator to make payment to itself in the amount of $6,990 for Administration Costs in accordance with the terms of the Joint Stipulation and Settlement Agreement .

18. Pursuant to the terms of the settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of $185,000.00 and a Cost Award of $11,306.73 to Class Counsel. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class Counsel in the amount of $185,000.00 for attorneys' fees and $11,306.73 for litigation expenses in accordance with the terms of the Joint Stipulation and Settlement Agreement .

19. The Court finds and determines that the payment to the Labor and Workforce Development Agency ("LWDA"), in the sum of $32,500 (which is 65% of the $50,000 allocated to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of $32,500 for the PAGA payment in accordance with the terms of the Joint Stipulation and Settlement Agreement . The Court orders that the remaining amount of $17,500 be distributed to PAGA Class Members in accordance with the terms of the Joint Stipulation and Settlement Agreement.

20. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Joint Stipulation and Settlement Agreement. Pursuant to the terms of the Joint Stipulation and Settlement Agreement, Defendants shall not be liable for more than the agreed upon Gross Settlement Amount.

21. The Court finds and determines that the release contained in the Joint Stipulation and Settlement Agreement is appropriate and shall bind all Participating Class Members.

22. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce the Parties' obligations pursuant to the Joint Stipulation and Settlement Agreement or pursuant to this Final Approval Order and Judgment, including the requirement that Defendants make payments to Settlement Class Members in accordance with the Joint Stipulation and Settlement Agreement.

23. The Court finds and determines that nothing in the Joint Stipulation and Settlement Agreement or this Final Approval Order and Judgment is intended or will be construed as an admission of liability or wrongdoing by Defendants.

24. The Court hereby enters final judgment in this action in accordance with the terms of the Joint Stipulation and Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

25. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Joint Stipulation and Settlement Agreement and this Final Approval Order and Judgment.

26. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

JUDGMENT

27. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendants except as expressly set forth in the Joint Stipulation and Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6, shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated: 11-5-24

Judge of the Superior Court

THOMAS S. CLARK