

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION**

Alfredo Ramirez and Ramón Santos
Castro, individually and as representatives
of a class of all others similarly situated
and on behalf of the AMPAM Parks
Mechanical, Inc. Employee Stock
Ownership Plan (the “AMPAM ESOP” or
the “ESOP”),

Plaintiffs,

v.

AMPAM Parks Mechanical, Inc., Charles
E. Parks III, John D. Parks, John G.
Mavredakis, Kushal B. Kapadia, the
AMPAM Board of Directors, Neil Brozen,
Ventura Trust Company, James C. Wright
III, Kevin Dow, James Ellis, Steve
Grosslight, Mike Matkins, CHARKAT
LLC, the trustee(s) of the John D. Parks
Living Trust, the trustee(s) of the
Mavredakis Family Trust, and John and
Jane Does 1-10,

Defendants.

Case No. 5:24-cv-01038-KK (DTBx)

**ORDER GRANTING
PLAINTIFFS’ UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

[NOTE CHANGES BY COURT]

Judge: Hon. Kenly Kiya Kato

**ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

Plaintiffs Alfredo Ramirez and Ramon Santos Castro, individually and as
Class Representatives (“Plaintiffs” or “Class Representatives”), have moved,
pursuant to Federal Rule of Civil Procedure 23, for an order preliminarily
approving the Settlement of this Lawsuit, in accordance with the Class Action
Settlement Agreement dated July 30, 2026 (the “Settlement Agreement”), which

1 sets forth the terms and conditions for a proposed settlement of this Lawsuit. The
2 Court, having read and considered the Settlement Agreement, the Motion, and the
3 exhibits thereto, HEREBY ORDERS that:

4 **1. Definitions.** This Order incorporates by reference the definitions in the
5 Settlement Agreement, and all capitalized terms used, but not defined herein, shall
6 have the same meanings as in the Settlement Agreement.

7 **2. Settlement.** Plaintiffs, on behalf of themselves and all Class Members,
8 on the one hand, and Defendants AMPAM Parks Mechanical, Inc., Charles E. Parks
9 III, John D. Parks, John G. Mavredakis, Kushal B. Kapadia, the AMPAM Board of
10 Directors, Neil Brozen, Ventura Trust Company, James C. Wright III, Kevin Dow,
11 James Ellis, Steve Grosslight, Mike Matkins, CHARKAT LLC, the trustee(s) of the
12 John D. Parks Living Trust, and the trustee(s) of the Mavredakis Family Trust
13 (collectively, the “Defendants”), on the other hand, have negotiated a proposed
14 Settlement to this Lawsuit to avoid the expense, uncertainties, and burden of
15 protracted litigation, and to resolve the Released Claims against the Releasees (as
16 defined in the Settlement Agreement).

17 **3. Jurisdiction.** This Court has jurisdiction over the subject matter of this
18 Lawsuit and over all parties. Venue in this Court is proper.

19 **4. Preliminary Approval.** The Court hereby preliminarily approves the
20 Settlement Agreement as fair, reasonable, and adequate, subject to further
21 consideration at the Fairness Hearing described below. The Court finds on a
22 preliminary basis that the Settlement Agreement falls within the range of
23 reasonableness and was the product of informed, good-faith, arm’s-length
24 negotiations between the Parties and their counsel and therefore meets the
25 requirements for preliminary approval.

26 **5. Settlement Class.** The Court certifies a Settlement Class of all
27 participants in the AMPAM Parks Mechanical, Inc. Employee Stock Ownership
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1 Plan on August 6, 2023 or at any time thereafter who vested under the terms of the
2 Plan, and those participants' beneficiaries. Excluded from the Settlement Class are
3 Defendants and their immediate family members; any fiduciary of the Plan; the
4 officers and directors of AMPAM or of any entity in which a Defendant has a
5 controlling interest; and legal representatives, successors, and assigns of any such
6 excluded persons.

7 **6. Class Representatives and Class Counsel.** The Court previously
8 appointed Plaintiffs Alfredo Ramirez and Ramon Santos Castro as Class
9 Representatives, and the law firm Cohen Milstein Sellers & Toll PLLC as Class
10 Counsel. Dkt. 148.

11 **7. Final Approval Hearing.** A hearing (the "Fairness Hearing") shall be
12 held before this Court, on **December 3, 2026, at 10:30 a.m.**, at the United States
13 District Court for the Central District of California, in the courtroom of Judge
14 Kenly Kiya Kato, George E. Brown, Jr. Federal Building and U.S. Courthouse,
15 3470 12th St., Courtroom 3 (3rd Floor), Riverside, CA 92501. At the Fairness
16 Hearing, the Court will address any written objections and oral statements from
17 Class Members and will determine, among other things: (i) whether the proposed
18 Settlement of this Lawsuit on the terms and conditions provided for in the
19 Settlement Agreement is fair, reasonable, and adequate to the Class and should
20 be approved by the Court; (ii) whether a Final Approval Order should be entered;
21 (iii) whether the Parties should be bound by the Releases set forth in the Settlement
22 Agreement; and (iv) any amount of Class Counsel Fees, Class Counsel Expenses
23 and Service Awards to the Class Representatives for their representation of the
24 Class. Class Counsel shall include the date, time and location of the Fairness
25 Hearing in the Class Notice to be mailed to the Class.

26 **8. Class Notice.** The Court approves the form, substance, and
27 requirements of the proposed Class Notice filed by with the Motion for Preliminary
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1 Approval subject to any changes provided by the Court orally or by written order.
2 The Court further finds that such Class Notice meets the requirements of Rule 23
3 and due process. The Class Notice shall be translated into Spanish by a qualified
4 interpreter and both the English and Spanish versions shall be mailed to all Class
5 Members.

6 **9. Class Notice Dissemination.** The Court further finds that sending the
7 Class Notice to all Class Members by U.S. Mail (or electronic mail if delivery of
8 notice by mail is not successful) based on the ESOP recordkeeper's data is the best
9 notice practicable under the circumstances and is reasonably calculated, under all
10 the circumstances, to apprise Class Members of the pendency of this Lawsuit, and
11 to apprise them of their right to object to the proposed Settlement, Class Counsel's
12 request for attorneys' fees, expenses and Service Awards, and further provides
13 adequate notice to Class Members of their right to appear at the Fairness Hearing.
14 The Court finds that the Class Notice constitutes valid and sufficient notice to all
15 persons entitled to notice of the proposed Class Action Settlement.

16 **10. Class Notice Deadlines.** The Court directs that notice will be sent to
17 all members of the proposed Settlement Class as set forth herein:

- 18 a. by August 17, 2026, Defendants will provide the Settlement
19 Administrator and Class Counsel with the Class Data;
- 20 b. Within fourteen (14) Days after receiving the Class Data or the entry of
21 this Preliminary Approval Order, whichever is later, the Settlement
22 Administrator shall cause the Class Notice to be disseminated to the
23 Class Members by first class U.S. mail and/or electronic mail, and shall
24 post the Class Notice and the operative Second Amended Complaint in
25 this action, as well as contact information for the Settlement
26 Administrator and Class Counsel, on a settlement website for the Class;
- 27 c. the Class Notice shall be substantially in the form as submitted with the
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1 Motion for Preliminary Approval subject to any changes provided by
2 the Court orally or by written order (though the Settlement
3 Administrator shall have discretion to format the Class Notice in a
4 reasonable manner to minimize mailing or administration costs), shall
5 be translated into Spanish by a qualified interpreter, and both the
6 English and Spanish versions shall be mailed to all Class Members;

7 d. following the issuance of the Class Notice, the Settlement
8 Administrator shall provide Class Counsel with written confirmation of
9 the mailing; and

10 e. the Settlement Administrator shall otherwise carry out its duties as set
11 forth in the Settlement Agreement.

12 **11. Objections.** Any Class Member may object to the proposed Settlement,
13 or any aspect of it, and may object to attorneys' fees, expenses, and Service Awards,
14 by filing a written Objection with the Clerk of Court, U.S. District Court for the
15 Central District of California, George E. Brown, Jr. Federal Building and U.S.
16 Courthouse, 3470 12th St., Riverside, CA 92501, on or before **twenty-one (21) Days**
17 before the Fairness Hearing (the "Objection Deadline"). A copy of the Objection
18 must also be submitted to the Settlement Administrator by U.S. Mail or email, post-
19 marked or sent by the Objection Deadline. To be valid, the Objection must be in
20 writing and must set forth, in clear and concise terms: (a) the case name and number
21 (*Ramirez v. AMPAM Parks Mechanical, Inc., et al.*, No. 5:24-cv-01038-KK-DTB);
22 (b) the name, address, and telephone number of the objector objecting and, if
23 represented by counsel, of their counsel; (c) the complete basis for objection; (d) a
24 statement of whether the objector intends to appear at the Fairness Hearing, and the
25 name of the objector's counsel who will appear at the Fairness Hearing (if any); (e)
26 a statement of whether the objection applies only to the objector, to a specific subset
27 of Class Members, or to the entire Class; and (f) copies of all supporting documents,
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1 including any document(s) that the objector or the objector's counsel intends to offer
2 at the Fairness Hearing. Any Class Member who does not make his or her Objection
3 in the manner provided above shall be deemed to have waived their objection and
4 shall forever be foreclosed from making any objection to the fairness,
5 reasonableness, or adequacy of the proposed Settlement, the Settlement Agreement,
6 the award of attorneys' fees and expenses to Class Counsel, and/or the payment of
7 Service Awards to the Class Representatives, unless otherwise ordered by the Court.
8 Responses to objections shall be filed seven (7) days before the Fairness Hearing so
9 long as they are received by the deadline for Objections. If an Objection is received
10 after the deadline, Class Counsel will file the response to the Objection within 7
11 Days of its receipt.

12 **12. Appearance of Objectors at Fairness Hearing.** Any Class Member
13 may appear, in person or by counsel, at the Fairness Hearing, to explain why the
14 proposed Settlement should not be approved as fair, adequate, and reasonable. An
15 objector who wishes to appear at the Fairness Hearing must: (a) file with the Clerk
16 of the Court a notice of intention to appear at the Fairness Hearing by the objection
17 deadline ("Notice of Intention to Appear"); and (b) send the Notice of Intention to
18 Appear to the Settlement Administrator and/or Class Counsel at least twenty-one
19 (21) Days before the Fairness Hearing. The Notice of Intention to Appear should
20 include copies of any papers, exhibits, or other evidence that the objector will present
21 to the Court in connection with the Fairness Hearing.

22 **13. Direct rollover requests.** Any Class Member who seeks to have their
23 recovery from the Net Cash Payment deposited directly into a qualified retirement
24 account to avoid the withholding of taxes may do so by completing a direct rollover
25 request ("Rollover Form") online at the settlement website at least twenty-one (21)
26 Days before the Fairness Hearing or by mailing a completed copy of the Rollover
27 Form to the Settlement Administrator (postmarked by the same deadline).
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1 **14. Motion for Final Approval.** The motion in support of final approval
2 of the Settlement shall be filed and served no later than twenty-eight (28) Days prior
3 to the Fairness Hearing.

4 **15. Motion for Fees, Expenses, and Awards.** Class Counsel's motion for
5 attorneys' fees and expenses and Class Representative Service Awards shall be filed
6 and served no later than forty-two (42) Days prior to the Fairness Hearing, any
7 Opposition to such motion will be filed within fourteen (14) days of the motion, and
8 any Reply filed within fourteen (14) days of the opposition. The Court's approval or
9 disapproval of the Settlement, and the effectiveness of the Settlement Agreement,
10 shall not be contingent on the Court's approval or disapproval of the requested
11 attorneys' fees, expenses, or Service Awards. At or after the Fairness Hearing, the
12 Court shall determine whether any application for attorneys' fees and expenses, and
13 any Service Awards to the Class Representatives for their representation of the
14 Class, should be approved.

15 **16. Injunction.** Pending the Fairness Hearing, the Court hereby enjoins
16 any Class Member from instituting, asserting, or prosecuting against any Defendant,
17 in any pending or future action in any federal or state court or any other forum, any
18 Released Claim that the Class Member currently has or may have in the future.

19 **17. Use of Order.** Neither this Order, the fact that a settlement was reached
20 and filed, the Settlement Agreement, nor any related negotiations, statements, or
21 proceedings shall be construed as, offered as, admitted as, received as, used as, or
22 deemed to be an admission or concession of liability or wrongdoing whatsoever or
23 breach of any duty on the part of Defendants. This Order is not a finding of the
24 validity or invalidity of any of the claims asserted or defenses raised in this action.
25 In no event shall this Order, the fact that a settlement was reached, the Settlement
26 Agreement, or any of its provisions or any negotiations, statements, or proceedings
27 relating to it in any way be used, offered, admitted, or referred to in this action, in
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any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.

18. Stay of Proceedings. All proceedings in this Lawsuit are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

19. No Merits Determination. By entering this Order, the Court does not make any determination as to the merits of this case.

20. Continuing Jurisdiction. This Court retains jurisdiction over this Lawsuit to resolve any dispute that may arise regarding the Settlement Agreement, the Class Notice, the Final Approval Order, or any other matters relating thereto, including any dispute regarding administration, enforcement, enforceability, interpretation, performance, termination, or validity of the Settlement Agreement, and to consider all further matters arising out of or connected with the Settlement Agreement and the Settlement.

21. The following deadlines are entered:

Event	Deadline
Defendants will provide the Settlement Administrator and Class Counsel with the Class Data	August 17, 2026
Deadline for Defendants to send CAFA Notices	August 20, 2026
Deadline for Settlement Administrator to send and post Class Notice	August 31, 2026 or 14 days after entry of Preliminary Approval (whichever is later)
Motion for attorneys' fees and expenses, and Service Awards for Class Representatives	42 days before Fairness Hearing
Deadline for Independent Fiduciary to provide written notification of its determination	35 days before Fairness Hearing
Motion for Final Approval of Settlement	28 days before Fairness Hearing

Deadline for Objections to the Settlement and direct rollover forms	21 days before Fairness Hearing
Deadline for Responses to Objections	8 days before Fairness Hearing
Fairness Hearing	December 3, 2026 at 10:30 a.m.

IT IS SO ORDERED.

Dated: August 25, 2026



Hon. Kenly Kiya Kato
U.S. DISTRICT COURT JUDGE