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Filed
December 5, 2022
Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV365256
By: rwalker

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JOHN OHMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATEGIC SANITATION
SERVICES, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No.: 20CV365256

Assigned for All Purposes to:
Hon. Sunil R. Kulkarni
Dept. 1

[PROPOSED] AMENDED FINAL JUDGMENT

1 The Motion for Final Approval of a Class Settlement, set forth in the Second Revised
2 Joint Stipulation of Class Action Settlement (“Settlement Agreement”) came before this Court
3 for hearing on December 30, 2021 at 8:30 a.m., at which time the Court granted final approval.
4 Plaintiffs submitted a Supplemental Declaration from the Settlement Administrator, Jennifer
5 Beliveau of Simpluris, Inc. Regarding Disbursement, dated April 29, 2022, providing a final
6 report on the settlement administration process. The Court, having granted final approval to the
7 Settlement Agreement, and having received the Supplemental Declaration of Jennifer Beliveau,
8 it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

- 9 1. The Settlement Agreement shall be enforced according to its terms.
- 10 2. The Court certifies the class for settlement purposes.
- 11 3. The Court finds that there are a total of 131 participating Class Members.
- 12 4. The total settlement amount paid by Defendant was \$305138.65 (including
13 \$5138.65 in employer taxes).
- 14 5. The attorneys’ fees and costs were paid in the amount of \$112,00.00.
- 15 6. Class Representative John Ohman was paid a service award of \$7,500.00.
- 16 7. Simpluris, Inc. was paid administration fees amounting to \$4,900.00.
- 17 8.A total of \$7,500.00 was paid to the LWDA for PAGA penalties (75% of \$10,000
18 PAGA penalty).
- 19 8. The total settlement amount paid to the Participating Class Members was
20 \$168,100.00.
- 21 9. The Court finds that the settlement is fair, adequate, and reasonable.
- 22 10. All settlement checks were valid for 180 days from the date of issuance. The
23 check cashing period ended on October 26, 2022. As of November 14, 2022 seventeen (17)
24 outstanding settlement checks totaling \$16,118.49 were not cashed and have been cancelled.
25 This amount constitutes unpaid cash residue or unclaimed or abandoned Class Member funds.
26 The Court now orders, pursuant to the terms of the Settlement Agreement and Code of Civil
27 Procedure section 384, that the unpaid cash residue or unclaimed or abandoned Class member
28 funds, plus any accrued interest that has not otherwise been distributed pursuant to Order of the

1 Court, be transmitted to State Controller Unclaimed Property Fund in Class Member's name.

2 11. Without affecting the finality of this Judgment, the Court shall retain continuing
3 jurisdiction over this action and the parties, including all Class Members, and over all matters
4 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
5 pursuant to Cal. Rules of Court, Rule 3.769(h). Except as provided to the contrary herein, any
6 disputes or controversies arising with or with respect to the interpretation, enforcement, or
7 implementation of the Settlement Agreement shall be presented to the Court for resolution.

8
9 DATED: December 5
10 _____, 2022


11 _____
12 Honorable Sunil R. Kulkarni
13 JUDGE OF THE SUPERIOR COURT
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On December 5, 2022, I served the foregoing document entitled:

5 • **AMENDED FINAL JUDGMENT**

6 on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true*
7 *copy* thereof on the party(ies) addressed below as follows:

8 Alfred J. Landegger

9 Oscar E. Rivas

10 Evelyn Zarraga

11 **LANDEGGER, RIVAS, VERANO, & DAVIS, ALC**

12 15760 Ventura Blvd., Suite 1200

13 Encino, CA 91436

14 Telephone: 818.986.7561

15 Fax: 818.986.5147

16 evelyn@landeggeresq.com

17 *Attorneys for Defendant*

18 STRATEGIC SANITATION SERVICES, INC.

19 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S.
21 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
22 in the ordinary course of business. I am aware that on motion of the party served, service
23 is presumed invalid if postage cancellation date or postage meter date is more than one
24 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
25 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

26 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
27 practice of Aegis Law Firm PC for collection and processing correspondence for
28 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

29 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
30 electronic transmission via the above listed email addresses on the date below. (*Cal.*
31 *Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

32 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
33 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
34 5(b)(2)(A).)

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on December 5, 2022, at Irvine, California.

4 

5 _____
6 Jacquelyn Enciso
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