

FILED

San Francisco County Superior Court

MAR 17 2022

CLERK OF THE COURT

[Signature]
Deputy Clerk

1 Yashdeep Singh (SBN 279183)

ysingh@yashlaw.com

2 YASH LAW GROUP

3 3 Pointe Drive, Suite 203

Brea, California 92821

4 Telephone: (714) 494-6244

Facsimile: (714) 406-2722

5 Attorney for Plaintiff

JOSE F. MARTINEZ

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

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11 JOSE F. MARTINEZ, on behalf of himself
12 and all other aggrieved employees pursuant to
the California Labor Code Private Attorneys
General Act of 2004,

13 Plaintiff;

14 v.

15 APEX SURFACE CARE LLC, a limited
16 liability company; and DOES 1 through 50,
inclusive,

17 Defendants.
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Case No. CGC-20-586999

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[PROPOSED] FINAL JUDGMENT

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[PROPOSED] FINAL JUDGMENT

1 Plaintiff Jose F. Martinez's ("Plaintiff") Motion for Approval of PAGA Settlement and Award
2 of Attorney's Fees and Costs (the "Motion") was heard by the Court. The Court having considered
3 the Motion, including the Private Attorneys General Act Settlement Agreement and Release ("PAGA
4 Settlement Agreement") attached as Exhibit 1 to the Declaration of Yashdeep Singh filed with the
5 Motion; all other materials submitted in connection with the Motion; and any oral arguments at the
6 hearing on the Motion, and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

8 1. The Motion is GRANTED.

9 2. The Court hereby approves the terms set forth in the PAGA Settlement Agreement in
10 accordance with California Labor Code section 2699; finds that the PAGA Settlement Agreement is,
11 in all respects, fair, adequate, and reasonable; and directs the Parties to effectuate the PAGA
12 settlement according to the terms set forth in the PAGA Settlement Agreement.

13 3. This Final Judgment incorporates by reference the terms and definitions in the PAGA
14 Settlement Agreement, and all terms defined in the PAGA Settlement Agreement shall have the same
15 meanings in this Final Judgment.

16 4. Judgment is entered in this action based on the terms of the PAGA Settlement
17 Agreement in favor of Plaintiff, the PAGA Affected Employees, and the State of California and
18 against defendant Apex Surface Care LLC ("Defendant") in the amount of \$35,000.00 (the "Total
19 Monetary Settlement Amount").

20 5. Defendant shall pay the PAGA Settlement Fund in the total sum of \$15,131.00 plus
21 any unused Settlement Administration Costs. Of the \$15,131, Defendant shall pay to the PAGA
22 Affected Employees the gross sum of \$3,782.75 plus 25% of any unused Settlement Administration
23 Costs. Defendant shall also pay the balance of the PAGA Settlement Fund to the LWDA. Any
24 settlement checks remaining uncashed after one hundred and eighty (180) calendar days of mailing
25 will be submitted to the LWDA.

26 6. Plaintiff shall be awarded \$2,000.00 as a Service Award from the Total Monetary
27 Settlement Amount in recognition of his efforts in obtaining the benefits of the Settlement.

28 7. Plaintiff's counsel, Yashdeep Singh of Yash Law Group, shall be awarded \$12,250 in

1 attorneys' fees from the Total Settlement Value, which represents a reasonable fee and appropriate
2 percentage of the fund created. The time spent on this case by Plaintiff's counsel and his billing rate,
3 of \$600 per hour, are also reasonable.

4 8. Plaintiff's counsel, Yash Law Group, shall be awarded \$3,619 in litigation costs from
5 the Total Settlement Value.

6 9. Simpluris, Inc. is to be reimbursed up to \$2,000 for actual settlement administration
7 costs from the Total Settlement Value.

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

14 11. Upon entry of this Judgment, Plaintiff and all other PAGA Affected Employees will be
15 deemed to have released and forever discharged the Released Parties from the Released Claims, as set
16 forth in the PAGA Settlement Agreement.

17 12. Upon entry of this Judgment, pursuant to California Code of Civil Procedure section
18 664.6, the Court shall retain jurisdiction over the Parties, the Action, and PAGA Affected Employees
19 for the purpose of administering, consummating, enforcing, and interpreting the PAGA Settlement
20 Agreement and the Final Judgment, including, without limitation, the distribution of the PAGA
21 Settlement Funds, Attorney's Fees, and Attorneys' Costs.

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24 DATED: 3/17/22

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JUDGE OF THE SUPERIOR COURT
RICHARD B. ULMER