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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 01 2024

BY: 
Ashley Cassel, Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

12 ROMUALDA RAZO, on behalf of herself,
13 the State of California, and others similarly
situated and aggrieved,

14 PLAINTIFF,

16 v.

17 DIVERSE FACILITY SOLUTIONS,
18 INC., an Illinois corporation; and DOES 1-
19 100, inclusive,

20 Defendants.

Case No.: CIVSB2133307

Assigned for All Purposes to:
Hon. Jessica Morgan
Dept. S26

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS AND JUDGMENT THEREON**

Date: May 1, 2024
Time: 8:30 a.m.
Dept. S26

28 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL AND JUDGMENT**

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Chad Saunders filed in support of Plaintiff's unopposed
8 Motion for Preliminary Approval of Class Action Settlement, on or about September 29, 2023, is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its
15 December 4, 2023 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes "all
17 individuals who worked for Defendant Diverse Facility Solutions, Inc. ("DFS") as a non-exempt
18 employee in California during the Class Period, which runs from December 7, 2017 through
19 December 4, 2023."

20 3. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, to have released and forever discharged the Released
23 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from all
24 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
25 Operative Complaint, including, (a) any and all claims involving any alleged failure to pay
26 minimum wage; failure to pay overtime; failure to provide meal periods; failure to provide rest
27 periods; failure to provide accurate wage statements; failure to timely pay all wages due at
28 termination; or failure to reimburse all business expenses during the Class Period. Participating

1 Class Members only release these claims for the duration of the Class Period. Except as set forth
2 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
5 claims based on facts occurring outside the Class Period.

6 4. The Court further adjudges Plaintiff and the Aggrieved Employees to have fully,
7 finally, and forever released, settled, compromised, relinquished and discharged on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
10 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
11 Complaint and the PAGA Notice during the PAGA Period. Aggrieved Employees only release
12 these claims for the duration of the PAGA Period.

13 5. The Settlement Administrator is ordered to distribute to the Participating
14 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
15 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
16 the check void date shall be forwarded to the California State Controller's Unclaimed Property
17 Fund. No funds shall revert to Defendant.

18 6. The Court further orders that the Class Members be provided with notice of this
19 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
20 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

21 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
22 \$150,000.00, and an award of costs and expenses in the amount of \$14,069.68. Such amounts shall
23 be paid as provided in the Settlement Agreement.

24 8. The Court approves a service payment to plaintiff and Class Representative
25 Romualda Razo in the amount of \$5,000.00, and the Settlement Administrator is ordered to make
26 such payment consistent with the terms of the Settlement Agreement.

27 9. The Settlement Agreement provides the Settlement Administrator, Apex Class
28 Action, LLC, shall be paid from the Gross Settlement Amount for its services in administering the

1 Settlement. As set forth in the Declaration of Madely Nava, the Settlement Administrator is owed
2 \$8,000 for services rendered and to be rendered in administering the settlement. The Court
3 therefore orders that Apex be paid the amount of \$8,000 from the Gross Settlement Amount
4 consistent with the terms of the Class Settlement Agreement.

5 10. The Court approves PAGA penalties in the amount of \$45,000, to be paid from the
6 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
7 PAGA. \$33,750 of this amount will be paid to the LWDA as the state's share of the civil
8 penalties, and the remainder of \$11,250 will be distributed to the Aggrieved Employees consistent
9 with the terms of the Settlement Agreement.

10 11. The parties are ordered to file a joint compliance report no later than October 25,
11 2024, and the Court sets a Compliance Hearing for May 1, 2025, at 8:30 a.m., in Department S-26
12 of the San Bernardino County Superior Court.

13 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
14 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
15 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
16 contemplated becomes effective and each and every act agreed to be performed by the parties has
17 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
18 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
19 construction, and interpretation of the Settlement Agreement.

20 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
21 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
22 This Order is not a finding of the validity or invalidity of any claims in this action or a
23 determination of any wrongdoing by any party. The final approval of the parties' settlement will
24 not constitute any opinion, position or determination of this Court as to the merits of the claims or
25 defenses of any party.

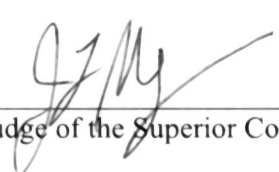
26 14. Judgment is hereby entered as follows: Plaintiff Romualda Razo and the
27 Participating Class Members, consisting of all individuals who worked for Defendant Diverse
28 Facility Solutions, Inc. ("DFS") as a non-exempt employee in California during the Class Period,

1 which runs from December 7, 2017 through December 4, 2023, who have not otherwise opted out,
2 shall take nothing from DFS, except as set forth in the Settlement Agreement.

3 15. The Court shall retain jurisdiction over the parties to interpret, implement and
4 enforce this Judgment.

5 IT IS SO ORDERED.

6
7
8 Dated: 5/1/2024



Judge of the Superior Court

Jessica L. Morgan