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FILED
Superior Court of California
County of Los Angeles

07/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HANK GONZALES and MARK GARCIA,
individually, on behalf of other members of the
general public similarly situated, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act of 2004 ("PAGA");

Plaintiffs,

v.

MAINTEX, INC., a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No. 21STCV30676

Assigned for All Purposes to:
Honorable Lawrence P. Riff
Department 7

CLASS ACTION

**~~[PROPOSED]~~ ORDER OF
FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Hearing Date: July 12, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: August 19, 2021
FAC Filed: May 23, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Hank Gonzales and Mark
2 Garcia's ("Plaintiffs," "Plaintiff Gonzales," and "Plaintiff Garcia") Motion for Final Approval of
3 Class Action Settlement, and considering the papers submitted in support of the motion, including
4 the Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS:**

6 1. The Settlement Agreement shall be incorporated into this Order of Final Approval
7 of Class Action and PAGA Action Settlement ("Final Order") as though all terms therein are set
8 forth in full. Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement.

10 2. Consistent with the definition provided in the Settlement Agreement, the Class
11 consists of all non-exempt employees of Maintex, Inc. ("Defendant") employed in California at
12 any time during the period beginning on February 19, 2017 through and including May 25, 2022.

13 3. Because adequate notice has been disseminated and all Class Members have been
14 given an opportunity to object to or opt out of the Settlement, the Court has jurisdiction over the
15 subject matter of this proceeding and over all Parties to this proceeding, including all Class
16 Members. In addition, the Court has personal jurisdiction over all Class Members with respect to
17 this lawsuit and Settlement.

18 4. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to
19 the Class Members, as set forth in the Settlement Agreement, has been completed in conformity
20 with the Preliminary Approval Order, including individual notice to all Class Members who could
21 be identified through reasonable effort, and is the best notice practicable under the circumstances.
22 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
23 in the Preliminary Approval Order, including the Settlement Agreement, and fully satisfied the
24 requirements of the law, California and United States Constitutions (including the Due Process
25 Clause), requirements of Code of Civil Procedure section 382, and Rules of Court rule 3.766, and
26 any other applicable law. The Class Notice also provided due and adequate notice to Class
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1 Members of their right to exclude themselves from the settlement, as well as their right to object
2 to any aspect of the Settlement Agreement.

3 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
4 the proceedings of the Preliminary Approval Hearing, which are adopted and incorporated herein
5 by reference, the Court finds the Settlement was entered into in good faith. The Court further finds
6 that the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties
7 and the Participating Class Members and Aggrieved Employees. Plaintiffs have satisfied the
8 standards and applicable requirements for final approval of the Settlement under California law,
9 including the provisions of Code of Civil Procedure section 382, Rule of Court 3.769, and Federal
10 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
11 *Court* (1971) 4 Cal.3d 800, 821.

12 6. The Court approves the settlement terms set forth in the Settlement Agreement and
13 finds the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
14 Parties to effectuate the settlement according to the terms outlined in the Settlement Agreement.
15 The Court finds the Settlement Agreement was reached because of intensive, serious, and non-
16 collusive arm's-length negotiations. In granting final approval of the Settlement Agreement, the
17 Court considered the nature of the claims, amounts and kinds of benefits paid in settlement,
18 allocation of settlement proceeds among the Participating Class Members and Aggrieved
19 Employees, and the fact that a settlement represents a compromise of the Parties' positions rather
20 than the result of a finding of liability at trial. Additionally, the Court finds the terms of the
21 Settlement Agreement had no obvious deficiencies and did not improperly grant preferential
22 treatment to any individual Class Member. Accordingly, the Court finds the Settlement Agreement
23 was entered into in good faith. The Court makes final its earlier provisional certification of the
24 Class, as set forth in the Preliminary Approval Order.

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1 7. Upon the Settlement Administrator’s receipt of the entire Gross Settlement Amount
2 and Employer’s Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs and all
3 Participating Class Members, and on behalf of their respective successors, assigns, executors,
4 administrators, heirs and legal representatives, shall be deemed to have fully, finally, and forever
5 released, settled, compromised, relinquished, and discharged any and all of the Released Parties
6 of and from any and all Released Claims that arose during the Class Period. This release by
7 Plaintiffs and each Participating Class Member, and on behalf of their respective successors,
8 assigns, executors, administrators, heirs, and legal representatives, is intended to settle any and all
9 of the Released Claims, whether known or unknown, that any of them may have against the
10 Released Parties during the Class Period. In addition, upon the Settlement Administrator’s receipt
11 of the entire Gross Settlement Amount and Employer’s Taxes necessary to effectuate the
12 Settlement from Defendant, Plaintiffs, as representatives of the State of California and all
13 Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
14 administrators, attorneys, agents, and assigns, will forever completely release and discharge each
15 of the Released Parties from the Private Attorneys General Act of 2004 (“PAGA”) Claims that
16 arose during the PAGA Period.

17 8. Upon the Settlement Administrator’s receipt of the Gross Settlement Amount and
18 Employer’s Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs and
19 Participating Class Members shall be permanently enjoined and forever barred from prosecuting
20 any and all Released Claims against the Released Parties, and the Aggrieved Employees shall be
21 permanently enjoined and forever barred from prosecuting any and all PAGA Claims against the
22 Released Parties.

23 9. Released Claims means, for the duration of the Class Period, any and all claims
24 against Defendant and the other Released Parties that: (a) arise from the facts, matters, transactions,
25 or occurrences alleged in the operative First Amended Complaint or that could have been alleged
26 in the operative First Amended Complaint based on such facts; or (b) arise from the facts, matters,
27 transactions, or occurrences alleged, or that could have been alleged, in Plaintiff Garcia’s letter to
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1 the California Labor and Workforce Development Agency (“LWDA”). Without limiting the
2 foregoing, and in addition to the foregoing, the Released Claims include claims premised on: (i)
3 unpaid wages; (ii) unpaid overtime; (iii) missed, late or short meal periods; (iv) missed, late or
4 short rest breaks; (v) failure to provide paid sick leave, including any applicable COVID-19
5 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved Employees and/or
6 Class Members sick pay at their base hourly rates; (vi) inaccurate wage statements; (vii) failure to
7 timely pay wages during employment and/or at the time of termination; (viii) failure to reimburse
8 employee expenses; (ix) failure to provide a day of rest; (x) violations of Labor Code sections 200-
9 204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552,
10 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC Wage Order 7-2001, and all
11 penalties available under Labor Code section 2699 for those claims; and (xi) violation of Business
12 and Professions Code sections 17200, *et seq.*

13 10. PAGA Claims means, for the duration of the PAGA Period, claims for penalties
14 under Labor Code section 2698, *et seq.* (PAGA) that arise from the facts, matters, transactions, or
15 occurrences alleged, or that could have been alleged, in Plaintiff Garcia’s letter to the LWDA.
16 Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims
17 premised on: (i) unpaid wages; (ii) unpaid overtime; (iii) missed, late or short meal periods; (iv)
18 missed, late or short rest breaks; (v) failure to provide paid sick leave, including any applicable
19 COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved
20 Employees sick pay at their base hourly rates; (vi) inaccurate wage statements; (vii) failure to
21 timely pay wages during employment and/or at the time of termination; (viii) failure to reimburse
22 employee expenses; (ix) failure to provide a day of rest; and (x) violations of Labor Code sections
23 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5, 510, 512, 551,
24 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC Wage Order 7-2001,
25 and all penalties available under Labor Code section 2699 for those claims.

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1 11. Released Parties means and includes Defendant Maintex, Inc. and its respective
2 past, present, and future predecessors, successors, assigns, affiliates, shareholders, members,
3 owners, officers, directors, investors, employees, managers, managing agents, partners, affiliated
4 companies or entities, staffing companies, parents, subsidiaries, holding companies, agents,
5 attorneys, insurers, and representatives.

6 12. Upon the Settlement Administrator's receipt of the entire Gross Settlement Amount
7 and Employer's Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs shall be
8 deemed to have fully released and discharged Defendant and the other Released Parties from the
9 Released Claims, PAGA Claims, to the extent applicable, and any other claims that Plaintiffs now
10 have or claim to have, or have ever had or claimed to have, against the Released Parties.

11 13. Neither the Settlement nor any of the terms set forth in the Settlement are
12 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
13 alleged in this lawsuit, nor is this Final Order a finding of the validity of any claims in this lawsuit
14 or of any wrongdoing by Defendant or any of the other Released Parties.

15 14. The Court confirms Justice Law Corporation as Class Counsel for this lawsuit and
16 finds that Class Counsel has adequately represented the Class for purposes of entering and
17 implementing the Settlement.

18 15. The Court finds the \$770,000 Gross Settlement Amount provided for under the
19 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to
20 fund the Gross Settlement Amount in accordance with the terms of the Settlement. The appropriate
21 applicable employer's taxes on the portion of the Individual Settlement Payments designated as
22 wages ("Employer's Taxes") shall be paid by Defendant separately from and in addition to the
23 Gross Settlement Amount.

24 16. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
25 set forth in Class Counsel's application, an award of Attorneys' Fees and Costs, as final payment
26 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
27 Class Counsel, is granted as follows: (1) attorneys' fees of \$256,666.66 to Class Counsel for
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litigation and resolution of this lawsuit; and (2) reimbursement of actual costs incurred by Class Counsel in connection with this lawsuit in the amount of \$15,139.11. The Court finds Class Counsel's request falls within the range of reasonableness, that the result achieved justifies the award, and that the requested expenses were reasonably incurred. The payment of fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement. The Court shall examine the final accounting at a ^{Non-Appearence} Compliance Hearing set for April 26, 2024 at ^{9:00}~~10:00~~ a.m. in Department 7. No later than five (5) court days before the Compliance Hearing, Plaintiffs shall file a declaration regarding compliance.

17. It is ordered the Enhancement Awards of \$7,500 to each Plaintiff (totaling \$15,000) are fair and reasonable as enhancement awards for their services for assuming the risks associated with this litigation, for the time spent in assisting Class Counsel to litigate this lawsuit, and as consideration for providing a general release.

18. The Court also approves, and orders payment of, the PAGA Amount of \$100,000, for claims for civil penalties asserted under PAGA, seventy-five percent (75%) of which (\$75,000) will paid to the LWDA as the LWDA Payment, and twenty-five percent (25%) of which (\$25,000) will be paid to the Aggrieved Employees on a pro-rata basis pursuant to the terms of the Settlement Agreement as the PAGA Payment. The PAGA Amount shall be paid from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

19. The Court further approves the payment of Settlement Administration Costs in the amount of \$11,000 to the Settlement Administrator to cover the costs of settlement administration as provided for in the Settlement Agreement. The Settlement Administration Costs shall be paid from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

20. The Court finds the Participating Class Member Payments from the Net Class Settlement Amount and Individual PAGA Payments from the PAGA Amount as provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders the calculations to be made and the payments to be administered to the Participating Class Members and Aggrieved Employees in accordance with the terms of the Settlement Agreement. It

1 is also ordered that one hundred eighty (180) calendar days after the date the Settlement Payment
2 checks are mailed to the Class, any checks that have not been cashed or deposited will become
3 void and no longer available, and within 200 days from when the checks are mailed, the funds
4 from any uncashed and voided checks will be tendered to the Legal Aid Foundation of Los
5 Angeles.

6 21. Paragraphs 15-20 of this Final Order cover all payments to be made pursuant to the
7 terms of the Agreement, claims for attorneys' fees and expenses, costs or disbursements incurred
8 by Class Counsel or any other counsel representing Plaintiffs or other Class Members, or incurred
9 by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to
10 this lawsuit, Agreement, administration of the Agreement, and Released Claims and PAGA
11 Claims. Defendant shall not be required to pay any additional amounts in connection with the
12 Agreement other than those amounts specifically set forth in the Agreement.

13 22. If the Settlement does not become final and effective in accordance with the terms
14 of the Settlement, then this Final Order and all orders entered in connection herewith, including
15 the accompanying Judgment, shall be rendered null and void and shall be vacated.

16 23. Without affecting the finality of the Settlement Agreement, this Final Order, or
17 accompanying Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain
18 exclusive and continuing jurisdiction over this lawsuit and the Parties, including all Participating
19 Class Members and Aggrieved Employees, for the administration, implementation,
20 consummation, enforcement and interpretation of the Settlement Agreement, this Final Order, and
21 Judgment, and for any other necessary purpose.

22 24. The terms of the Settlement Agreement, this Final Order, and Judgment are binding
23 on Plaintiffs and all other Participating Class Members and Aggrieved Employees, as well as their
24 heirs, executors and administrators, successors and assigns, and those terms shall have *res judicata*
25 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
26 maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other
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1 proceedings assert Released Claims, whether known or unknown, as set forth in paragraphs 42,
2 43, 44, 45, 55, 56, and 67 of the Settlement Agreement.

3 25. Neither this Final Order, Judgment, or Settlement Agreement (nor any other
4 document referred to herein, nor any action taken to carry out this Final Order) is, may be construed
5 as, or may be used as, an admission or concession by or against Defendant or Released Parties of
6 the validity of any claim or any actual or potential fault, wrongdoing, or liability. Entering or
7 carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not
8 be construed as, or deemed evidence of, an admission or concession as to Defendant's denials or
9 defenses and shall not be offered or received in evidence in any action or proceeding against any
10 party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever,
11 except as evidence of the Settlement Agreement or to enforce the provisions of this Final Order,
12 Judgment, and Settlement Agreement; *provided, however*, that this Final Order, Judgment, and
13 Settlement Agreement may be filed in any action against or by Defendant or Released Parties to
14 support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
15 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
16 preclusion or similar defense or counterclaim.

17 26. There is no reason to delay the enforcement of this Final Order and Judgment.

18
19 **IT IS SO ORDERED.**

20
21 Dated: 07/12/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

07/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HANK GONZALES and MARK GARCIA,
individually, on behalf of other members of the
general public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act of 2004 ("PAGA"),

Plaintiffs,

v.

MAINTEX, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV30676

Assigned for All Purposes to:
Honorable Lawrence P. Riff
Department 7

CLASS ACTION

[PROPOSED] JUDGMENT

Hearing Date: July 12, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: August 19, 2021
FAC Filed: May 23, 2022
Trial Date: None Set

1 PURSUANT TO THE ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
2 AND PAGA SETTLEMENT ENTERED ON JULY 12, 2023, IT IS HEREBY ORDERED,
3 ADJUDGED AND DECREED AS FOLLOWS:

4 1. The Amended Settlement Agreement and Stipulation to Resolve Class Action and
5 PAGA Claims (“Settlement Agreement,” “Settlement,” or “Agreement”) shall be incorporated
6 into this Judgment as though all terms in the Agreement are set forth in full in this Judgment.
7 The capitalized terms in this Judgment shall have the meanings set forth in the Agreement.

8 2. Judgment is entered pursuant to the terms of the Settlement. All Class Members
9 who did not timely opt out of the settlement are subject to the terms of the Settlement. Except
10 for the Private Attorneys General Act of 2004 (“PAGA”) Claims, this Judgment does not apply
11 to any individuals who excluded themselves from the class portion of the settlement in
12 accordance with the Final Approval Order. All Aggrieved Employees and the State of California
13 are subject to the terms of the Settlement.

14 3. Solely for purposes of effectuating the Settlement, the Court has certified a Class
15 defined as follows:

16 All non-exempt employees of Maintex, Inc. (“Defendant”) employed in California at
17 any time during the period beginning on February 19, 2017 through and including May
18 25, 2022.

19 4. Upon the Settlement Administrator’s receipt of the entire Gross Settlement
20 Amount and Employer’s Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs
21 Hank Gonzales and Mark Garcia (“Plaintiffs,” “Plaintiff Gonzales,” and “Plaintiff Garcia”) and
22 all Participating Class Members, and on behalf of their respective successors, assigns, executors,
23 administrators, heirs, and legal representatives, shall be deemed to have fully, finally, and
24 forever released, settled, compromised, relinquished, and discharged any and all of the Released
25 Parties of and from any and all Released Claims that arose during the Class Period. This release
26 by Plaintiffs and each Participating Class Member, and on behalf of their respective successors,
27 assigns, executors, administrators, heirs, and legal representatives, is intended to settle any and
28

1 all of the Released Claims, whether known or unknown, that any of them may have against the
2 Released Parties during the Class Period. In addition, upon the Settlement Administrator's
3 receipt of the entire Gross Settlement Amount and Employer's Taxes necessary to effectuate the
4 Settlement from Defendant, Plaintiffs, as representatives of the State of California and all
5 Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
6 administrators, attorneys, agents, and assigns will forever completely release and discharge each
7 of the Released Parties from the PAGA Claims that arose during the PAGA Period.

8 5. Upon the Settlement Administrator's receipt of the Gross Settlement Amount
9 and Employer's Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs and
10 Participating Class Members shall be permanently enjoined and forever barred from prosecuting
11 any and all Released Claims against the Released Parties, and the Aggrieved Employees shall
12 be permanently enjoined and forever barred from prosecuting any and all PAGA Claims against
13 the Released Parties.

14 6. Released Claims means, for the duration of the Class Period, any and all claims
15 against Defendant and the other Released Parties that: (a) arise from the facts, matters,
16 transactions, or occurrences alleged in the operative First Amended Complaint or that could
17 have been alleged in the operative First Amended Complaint based on such facts; or (b) arise
18 from the facts, matters, transactions, or occurrences alleged, or that could have been alleged, in
19 Plaintiff Garcia's letter to the Labor and Workforce Development Agency ("LWDA"). Without
20 limiting the foregoing, and in addition to the foregoing, the Released Claims include claims
21 premised on: (i) unpaid wages; (ii) unpaid overtime; (iii) missed, late or short meal periods; (iv)
22 missed, late or short rest breaks; (v) failure to provide paid sick leave, including any applicable
23 COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid Aggrieved
24 Employees and/or Class Members sick pay at their base hourly rates; (vi) inaccurate wage
25 statements; (vii) failure to timely pay wages during employment and/or at the time of
26 termination; (viii) failure to reimburse employee expenses; (ix) failure to provide a day of rest;
27 (x) violations of Labor Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246,
28

1 248.2, 248.5, 248.6, 432.5, 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
2 1199, 2800, 2802, IWC Wage Order 7-2001, and all penalties available under Labor Code
3 section 2699 for those claims; and (xi) violation of Business and Professions Code sections
4 17200, *et seq.*

5 7. PAGA Claims means, for the duration of the PAGA Period, claims for penalties
6 under Labor Code section 2698, *et seq.* (PAGA) that arise from the facts, matters, transactions,
7 or occurrences alleged, or that could have been alleged, in Plaintiff Garcia's letter to the LWDA.
8 Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include
9 claims premised on: (i) unpaid wages; (ii) unpaid overtime; (iii) missed, late or short meal
10 periods; (iv) missed, late or short rest breaks; (v) failure to provide paid sick leave, including
11 any applicable COVID-19 supplemental paid sick leave, and/or that Defendant improperly paid
12 Aggrieved Employees sick pay at their base hourly rates; (vi) inaccurate wage statements; (vii)
13 failure to timely pay wages during employment and/or at the time of termination; (viii) failure
14 to reimburse employee expenses; (ix) failure to provide a day of rest; and (x) violations of Labor
15 Code sections 200-204, 210, 218.5, 221, 225, 226, 226.3, 226.7, 246, 248.2, 248.5, 248.6, 432.5,
16 510, 512, 551, 552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC Wage
17 Order 7-2001, and all penalties available under Labor Code section 2699 for those claims.

18 8. Released Parties means and includes means and includes Defendant Maintex,
19 Inc. and its respective past, present, and future predecessors, successors, assigns, affiliates,
20 shareholders, members, owners, officers, directors, investors, employees, managers, managing
21 agents, partners, affiliated companies or entities, staffing companies, parents, subsidiaries,
22 holding companies, agents, attorneys, insurers, and representatives.

23 9. Upon the Settlement Administrator's receipt of the entire Gross Settlement
24 Amount and Employer's Taxes necessary to effectuate the Settlement from Defendant, Plaintiffs
25 shall be deemed to have fully released and discharged Defendant and the other Released Parties
26 from the Released Claims and any other claims that Plaintiffs now have or claim to have, or
27 have ever had or claimed to have, against the Released Parties.

28 ///

1 10. Without affecting the finality of the Judgment, the Court shall retain exclusive
2 and continuing jurisdiction over this lawsuit and the Parties, including all Participating Class
3 Members and Aggrieved Employees, for purposes of:

4 a. supervising, administering, implementing, enforcing, and interpreting the
5 Settlement Agreement, Preliminary Approval Order, plan of allocation, Final
6 Order, and Judgment; and

7 b. supervising distribution of amounts paid under the Settlement.

8 11. The Settlement Administrator shall give notice of this Final Order and Judgment,
9 pursuant to rule 3.771 of the Rules of Court, by mail to the Participating Class Members and
10 Aggrieved Employees.

11
12 **IT IS SO ORDERED.**

13
14 Dated: 07/12/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is mluna@justicelawcorp.com

On July 12, 2023, I served the foregoing document described as

**ORDER OF FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARDS;
JUDGMENT**

for the following case: **Gonzales, et al. v. Maintex, Inc.**
LWDA/Court Case No.: **LWDA-CM-861249-22**
Court Case No.: 21STCV30676
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

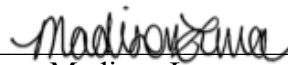
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 12, 2023, at Pasadena, California.



Madison Luna