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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ILIANA LIZBETH BARAJAS MAYA,
individually, and on behalf of all others similarly
situated,

Plaintiff,

v.

UNITED FACILITIES GROUP, INC., a
California corporation; and DOES 1 to 10,
inclusive,

Defendants.

ILIANA LIZBETH BARAJAS MAYA, on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

UNITED FACILITIES GROUP, INC., a
California corporation; and DOES 1 to 10,
inclusive,

Defendants.

Case Nos.: 22CV397353 (Class Action);
22CV401148 (PAGA Action)

CLASS ACTION

[Assigned for all purposes to: Hon. Charles F.
Adams, Dept. 7]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 21, 2024
Time: 1:30 p.m.
Dept.: 7

Complaint filed: April 28, 2022
Trial date: Not set

1 On or around March 22, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Iliana Lizbeth Barajas Maya (“Plaintiff”) now seeks an order
3 granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice (the
4 “Settlement Agreement”). The Settlement Agreement is attached to the Declaration of Justin F.
5 Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit**
6 **1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and United Facilities Group, Inc. (“Defendant” or “UFG”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final
21 Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, Plaintiff and all Participating Class Members, on behalf of themselves and their
28 respective former and present representatives, agents, attorneys, heirs, administrators, successors,

1 and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
2 been alleged, based on the Class Period facts stated in the Operative Complaint of the Class Action
3 including, but not limited to, claims that: (1) UFG failed to pay wages and overtime compensation
4 in violation of California Labor Code sections 510, 1194, 1194.2 and the applicable Industrial
5 Welfare Commission Wage Order; (2) UFG failed to provide meal periods, or compensation in
6 lieu thereof, including but not limited to any violation of California Labor Code sections 226.7 and
7 512 and the applicable Industrial Welfare Commission Wage Order; (3) UFG failed to authorize
8 and permit rest periods, or compensation in lieu thereof, including but not limited to any violation
9 of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage
10 Order; (4) UFG failed to provide itemized employee wage statements, including but not limited to
11 any violation of California Labor Code sections 226, 1174, and 1175 and the applicable Industrial
12 Welfare Commission Wage Order; (6) UFG failed to timely pay wages due at termination,
13 including but not limited to any violation of California Labor Code sections 201-203 and 205; (6)
14 UFG engaged in unlawful business practices in violation of California Business and Professions
15 Code section 17200, et seq; (7) Class Members are entitled to restitutionary damages under
16 California Business & Professions Code sections 17200, et seq.; (8) UFG is liable for attorneys'
17 fees and/or costs incurred to prosecute this action on behalf of Class Members, including fees
18 incurred for the services of Class Counsel; and (9) UFG failed to reimburse work-related expenses.
19 Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release
20 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security, workers'
22 compensation, or claims based on facts occurring outside the Class Period.

23 6. All Aggrieved Employees, including any Non-Participating Class Members who are
24 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former
25 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
26 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
27 been alleged, based on the PAGA Period facts stated in the Operative Complaint of the PAGA Action
28 and the PAGA Notice, including, e.g., any and all claims for violations of California Labor Code

sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1198, 1197.1, 2802, and 2699, and the applicable Industrial Welfare Commission Wage Order. from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

7. As of the date when Defendant fully funds the entire Gross Settlement Amount, all members of the Settlement Class, except those that made a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make a claim against any of the Released Parties for any of the Released Claims arising during the Settlement Period. No Class Member has objected to the Settlement and two Class Members have validly requested exclusion from the Settlement. The individuals who validly requested exclusion from the Settlement are Leticia Sanchez and Yessy Herrera. Accordingly, the Court determines that all Class Members, who did not opt out, are bound by this Final Approval Order, the Judgment, and the terms of the Settlement Agreement.

8. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

9. Solely for purposes of effectuating the settlement, the Court finally certified the following Class, all persons who worked for Defendant in California as a non-exempt employee during the Class Period. The Class Period is defined as the period from April 28, 2018 to May 28, 2023.

10. The PAGA Period is defined as the period from May 9, 2021 to May 28, 2023.

11. The Notice provided to the Class conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Individual Class

1 Payments to the Participating Class Members in accordance with the terms of the Settlement.

2 13. Defendant shall pay a total of \$293,265.00 to resolve this litigation.

3 14. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California Labor
4 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
5 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
6 2004, California Labor Code section 2698, *et seq.*

7 15. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for her
8 service as a class representative and for her agreement to release claims.

9 16. From the Gross Settlement Amount, \$11,000.00 shall be paid to the Settlement
10 Administrator, CPT Group, Inc. ("CPT").

11 17. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
12 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

13 18. From the Gross Settlement Amount, Class Counsel is awarded \$97,755.00 for their
14 reasonable attorneys' fees and \$14,856.94 for their reasonable costs incurred in the Action. The fees
15 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
16 the fees are reasonable in light of the benefit provided to the Class.

17 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class
18 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
19 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
20 Judgment.

21 20. Nothing in this Order or the Settlement Agreement, nor the existence of the Settlement,
22 shall be construed as an admission or concession by any party of any liability or alleged violation of
23 the Labor Code. The Settlement and this resulting Order simply represent a good-faith compromise of
24 the disputed allegations based on the parties' assessment of the costs and risks of further litigation.
25 Neither this order, judgment, the Settlement, nor any document referred to herein, nor any action taken
26 to carry out the Settlement, may be construed as, or may be used as, an admission of fault, wrongdoing,
27 omission, concession, or liability by or against Defendant

28 21. Without affecting the finality of this Order in any way, this Court retains continuing

1 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
2 to all Parties to this action, and their counsel of record.

3 22. The Court directs the implementation of all remaining terms, conditions and provisions
4 of the Settlement pursuant to the terms of the Settlement Agreement.

5 23. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
6 the date of this Order pursuant to Cal. Lab. Code § 2699(1)(3).

7 24. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
8 and the Court directs that judgment shall be entered in accordance with the terms of this Order and
9 the Settlement Agreement.

10 **IT IS SO ORDERED.**

11
12 DATE:

13 _____
14 Hon. Charles F. Adams
15 Santa Clara County Superior Court
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PROOF OF SERVICE

Maya, et al. v. United Facilities Group, Inc., et al.
22CV397353; 22CV401148

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On **October 31, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alexei Kuchinsky (SBN 279405)
ak@kuchinskylawoffice.com
 Jeanne Floresca
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KUCHINSKY LAW OFFICE, P.C.
 220 Montgomery Street, Suite 2100
 San Francisco, California 94104
 Telephone: (628) 200-0902
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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on **October 31, 2024**, at Los Angeles, California.

Rebecca Padilla