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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JENNIFER MONTOYA and JUAN
GONTEZ, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

FPR II, L.L.C., dba LEADPOINT BUSINESS
SERVICES, a Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV404499

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: April 2, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: October 13, 2022
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on April 14, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: April 14, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California, 92037.

6 On April 14, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail to counsel for Defendants at the following e-mail address(es):

10 LITTLER MENDELSON, P.C.
11 JoAnna L. Brooks
jbrooks@littler.com
12 Nicholas Gioiello
ngioiello@littler.com
13 Chad Greenson
cgreenson@littler.com
14 Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597

15 Attorneys for Defendant

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brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024

Attorneys for Plaintiff, JUAN MANZO
GONTEZ

17 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
18 Labor Workforce Development Agency via online process at the PAGA Filing website in
19 accordance with the procedure imposed by the LWDA.
20

21 I declare under penalty of perjury under the laws of the State of California that the above is
22 true and correct. Executed on April 14, 2025, at San Diego, California.
23

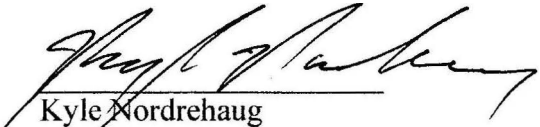
24 
25 Kyle Nordrehaug
26
27
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EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

JENNIFER MONTOYA and JUAN
GONTEZ, individually, on behalf of
themselves and on behalf of all persons
similarly situated,

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vs.

FPR II, L.L.C., dba LEADPOINT
BUSINESS SERVICES, a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22CV404499

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: April 2, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: October 13, 2022
Trial Date: Not set

1 The unopposed motion of Plaintiffs Jennifer Montoya and Juan Manso Gontez
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant FPR II, LLC, dba Leadpoint Business Services (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator came on for
5 hearing on April 2, 2025 before the Honorable Theodore C. Zayner.

6 The Court issued a tentative ruling for April 2, 2025, which was not contested. The Court,
7 having considered the briefs, argument of counsel and all matters presented to the Court and good
8 cause appearing, confirmed the tentative as the final ruling of the Court, and therefore the Court
9 orders that the motion is GRANTED and Judgment is entered, as set forth below.

10 **I.**

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All terms used herein shall have the same meaning as defined in the Joint
15 Stipulation Re: Class Action and Representative Action Settlement (“Settlement,” “Agreement” or
16 “Settlement Agreement”).

17 2. This Court has jurisdiction over the subject matter of this litigation pending before
18 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
19 including the Class.

20 3. Based on a review of the papers submitted by Plaintiffs and a review of the
21 applicable law, the Court finds that the Gross Settlement Amount of is One Million Five Hundred
22 Thousand Dollars (\$1,500,000.00) and the terms set forth in the Agreement are fair, reasonable,
23 and adequate.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, the significant risks relating to certification, liability, and damages issues, and the
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1 assistance of an experienced mediator in the settlement process, among other factors, support the
2 Court's conclusion that the Settlement is fair, reasonable, and adequate.

3 **Preliminary Approval of the Settlement**

4 5. On December 20, 2024, the Court granted preliminary approval of the Agreement.
5 At this same time, the Court approved conditional certification of the Class for settlement
6 purposes only. The Court approved the Class Notice, provisionally appointed Plaintiffs as the
7 Class Representatives, provisionally appointed David D. Bibiyan and Vedang J. Patel of Bibiyan
8 Law Group, P.C., and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and
9 Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
10 the Class, and appointed ILYM Group, Inc. as the Settlement Administrator.

11 **Notice to the Class**

12 6. In compliance with the Preliminary Approval Order, the Court-approved Class
13 Notice was mailed by first class mail to members of the Class at their last known addresses on or
14 about January 6, 2025. Mailing of the Class Notice to their last known addresses was the best
15 notice practicable under the circumstances and was reasonably calculated to communicate actual
16 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
17 Class Members fully and accurately informed the Class Members of all material elements of the
18 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
19 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
20 fully with the laws of the State of California, the United States Constitution, due process and other
21 applicable law. The Class Notice fairly and adequately described the Settlement and provided
22 Class Members adequate instructions and a variety of means to obtain additional information.

23 7. The Response Deadline for opting out of the Class or submitting written objections
24 to the Settlement was March 7, 2025, which Response Deadline was extended in the event of a re-
25 mailing to the date that was fifteen (15) calendar days from the re-mailing or sixty (60) calendar
26 days from the date of the initial mailing, whichever is later. There was an adequate interval
27 between notice and the deadline to permit Class Members to choose what to do and act on their
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1 decision. A full and fair opportunity has been afforded to the Class Members to participate in this
2 hearing, and all Class Members and other persons wishing to be heard have had a full and fair
3 opportunity to be heard. Class Members also have had a full and fair opportunity to exclude
4 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all
5 Class Members who did not timely and properly submit a request for exclusion in accordance with
6 the Agreement are bound by the Settlement and this Final Approval Order and Judgment.

7 **Fairness Of Settlement**

8 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
9 48 Cal.App.4th 1794, 1801 (1996).

10 a. The settlement was reached through arm's-length bargaining between the
11 parties during an all-day mediation before Mark S. Rudy, a respected and experienced mediator of
12 wage and hour class actions. There has been no collusion between the parties in reaching the
13 proposed settlement.

14 b. Plaintiffs' and Class Counsel's investigation and discovery have been
15 sufficient to allow the Court and counsel to act intelligently.

16 c. Counsel for all Parties are experienced in similar employment class action
17 litigation. All counsel recommended approval of the Agreement.

18 d. The percentage of objector was small. There were no objectors and only
19 two requests for exclusion.

20 e. The participation rate was high. 1483 out of 1485 Class Member will be
21 mailed a settlement payment, representing 99.8% of the overall Class.

22 9. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
24 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
25 Members' claims, given the uncertainties and significant risks of the litigation and the delays
26 which would ensue from continued prosecution of the action.

1 10. The Agreement is approved as fair, adequate and reasonable and in the best
2 interests of the Class Members.

3 **Attorneys' Fees and Costs**

4 11. An attorneys' fees award of \$500,000, and a costs award of \$29,043.57 are
5 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
6 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
7 by Class Counsel's lodestar and billing statement.

8 **Class Representative Service Awards**

9 12. The Agreement provides Service Awards of not to exceed Twelve Thousand Five
10 Hundred Dollars and Zero Cents (\$12,500.00) to each of the Plaintiffs, subject to the Court's
11 approval. The Court finds that the Service Awards to each named Plaintiff in the reduced amount
12 of \$7,500 for Plaintiff Montoya and \$5,000 for Plaintiff Gontez, are reasonable in light of the risks
13 and burdens undertaken by the Plaintiffs in the litigation, for their time and effort in bringing and
14 prosecuting this matter on behalf of the Class, and for their execution of the general release.

15 **Settlement Administration Costs**

16 13. The Settlement Administrator shall calculate and administer the payment to be
17 made to the Participating Class Members, transmit payment for attorneys' fees and costs to Class
18 Counsel, transmit the Service Awards to the Plaintiffs, distribute the PAGA penalties, issue any
19 required tax reporting forms, calculate withholdings and perform the other remaining duties set
20 forth in the Agreement. The Settlement Administrator has documented \$13,350 for the Settlement
21 Administration Costs, and this amount is reasonable in light of the work performed by the
22 Settlement Administrator.

23 **PAGA Penalties**

24 14. The PAGA penalties amount of \$75,000 is approved and shall be paid out of the
25 Gross Settlement Amount. Pursuant to the PAGA, seventy-five percent (75%) of the amount
26 allocated toward PAGA penalties (\$56,250.00) will be paid to the LWDA and twenty-five percent
27 (25%) or \$18,750.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon
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1 their respective Pay Periods worked as Aggrieved Employees during the PAGA Period. The
2 Aggrieved Employees are all persons currently or formerly employed by Leadpoint, as non-
3 exempt, hourly-paid employees during the PAGA Period in the State of California. The PAGA
4 Period is the period from July 12, 2021, through January 25, 2024. The definition for “Aggrieved
5 Employees” does not include any current or former employees directly hired and employed by
6 MarBorg Industries, Inc. and/or MarBorg Recovery Management, LLC (collectively, “MarBorg”) during the PAGA Period, except to the extent claims by the “Aggrieved Employees” are released
7 as against Leadpoint and/or MarBorg as set forth herein. Pursuant to Labor Code section 2699,
8 subdivision (1)(2), the LWDA was provided notice of the Agreement and these settlement terms
9 and has not indicated any objection thereto. All Aggrieved Employees will be sent their share of
10 the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth
11 below, whether or not they opt out of the Class Settlement.
12

13 II.

14 ORDERS

15 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

16 15. The Class is certified for the purposes of settlement only. The Class is defined as
17 follows:

18 All persons currently or formerly employed by Leadpoint as nonexempt, hourly-
19 paid employees during the Class Period in the State of California. The Class Period
20 is October 13, 2018, through January 25, 2024. The definition for “Class
21 Members,” “Settlement Class” or “Settlement Class Members” does not include
22 any current or former employees directly hired or employed by MarBorg during the
23 Class Period, except to the extent claims by the “Class Members,” “Settlement
24 Class” or “Settlement Class Members” are released as against Leadpoint and/or
25 MarBorg as set forth herein

26 16. All persons who meet the foregoing definition are members of the Class,
27 except for those individuals who timely submitted a valid request for exclusion (“opt out”) from
28 the Class. There were two individuals who requested exclusion.

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and
18 in the best interest of the Class. Defendant shall, within fourteen (14) calendar days of the

1 Effective Date, fully fund the Gross Settlement Amount, and also fund the amounts necessary to
2 fully pay Defendants' share of payroll taxes for the Wage Portion of Individual Class Payments in
3 accordance with the Agreement, by transmitting the funds to the Administrator.

4 18. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and
5 Class Counsel Litigation Expenses Payment in the amount of \$29,043.57, to be allocated
6 \$19,998.95 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and \$9,044.62 to Bibiyan Law
7 Group, P.C. The attorneys' fees awarded shall be allocated 60% to Blumenthal Nordrehaug
8 Bhowmik De Blouw LLP, and 40% to Bibiyan Law Group, P.C. Class Counsel shall not seek or
9 obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the
10 Class.

11 19. The payment of the Service Awards to the Plaintiffs in the amount of \$7,500 for
12 Plaintiff Montoya and \$5,000 for Plaintiff Gontez is approved.

13 20. The payment of \$13,350 to the Settlement Administrator as the Settlement
14 Administration Costs is approved.

15 21. The PAGA penalties payment is approved and shall be allocated as set forth
16 in the Agreement.

17 22. A Participating Class Member must cash his or her Individual Class
18 Payment check within 180 days after the issuance of the checks. An Aggrieved Employee must
19 cash his or her Individual PAGA Payment check within 180 days after the issuance of the checks.
20 Individual settlement payment checks remaining uncashed more than 180 days after mailing will
21 be void, and the funds from those checks will be distributed to Child Advocates of Silicon Valley
22 as the designated *cy pres* recipient in accordance with Code of Civil Procedure, section 384. The
23 court approves the designated *cy pres* recipient.

24 23. Neither the Agreement nor this Settlement is an admission by Defendant,
25 nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the
26 Action or of any wrongdoing by Defendant or that this Action is appropriate for class or
27 representative treatment (other than for settlement purposes). Neither this Final Approval Order
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1 and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry
2 out the Agreement is, may be construed as, or may be used as an admission by or against
3 Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of
4 the Agreement, and any negotiations or proceedings related thereto, shall not in any event be
5 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
6 or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or
7 in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other
8 papers and records on file in the Action as evidence of the Settlement to support a defense of *res*
9 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
10 as to the Released Class Claims and/or Released PAGA Claims. or similar defense as to the
11 Released Class Claims and the Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to
13 all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval
14 Order and Judgment shall be posted the Settlement Administrator's website as set forth in the
15 Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval
16 Order and Judgment to individual Class Members. Pursuant to Labor Code section 2699,
17 subdivision (1)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment
18 to the LWDA within 10 days after its entry.

19 25. If the Agreement does not become final and effective in accordance with the
20 terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
21 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
22 revert to their respective positions as of before entering into the Agreement, and expressly reserve
23 their respective rights regarding the prosecution and defense of this Action, including all available
24 defenses and affirmative defenses, and arguments that any claim in the Action could not be
25 certified as a class action and/or managed as a representative action.

1 ///

2 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

3 26. The Court hereby enters final judgment in this case in accordance with the terms of
4 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

5 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
6 Plaintiff, and all members of the Class, shall take nothing in the Action.

7 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
8 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
9 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
11 the distribution of settlement benefits.

12 29. The Parties are authorized to agree to and to adopt such amendments, modifications
13 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
14 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
15 under the Agreement, subject to Court approval.

16 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
17 provided in the Agreement and in this Final Approval Order and Judgment.

18 31. Upon the Effective Date and payment by Defendant to the Settlement
19 Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate
20 the Settlement, Plaintiffs and all Participating Class Members, will release Defendant and the
21 Released Parties from all class claims that occurred during the Class Period that were alleged, or
22 reasonably could have been alleged based upon the facts alleged in the Operative Complaint,
23 including any attached Exhibits, including the following:

24 (1) Unfair competition in violation of California Business and Professions Code
25 §§ 17200, *et seq.*; failure to pay minimum wages in violation of California Labor Code §§ 1194,
26 1197 & 1197.1; failure to pay overtime wages in violation of California Labor Code § 510; failure
27 to provide request meal periods in violation of California Labor Code §§ 226.7 & 512 and the

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1 applicable IWC Wage Order; failure to provide request rest periods in violation of California
2 Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate
3 itemized wage statements in violation of California Labor Code § 226; failure to reimburse
4 employees for required expenses in violation of California Labor Code § 2802 (including
5 mandatory safety uniforms, gear required to perform job duties, cell phones, and personal vehicles
6 or mileage reimbursement); failure to provide wages when due in violation of California Labor
7 Code §§ 201, 202 and 203; and failure to pay sick wages in violation of California Labor Code
8 §§201-204, 233, 246;

9 (2) Any claims for injunctive relief, declaratory relief, restitution, fraudulent
10 business practices or punitive damages alleged or which could have been alleged under the facts
11 pleaded in the complaints; and

12 (3) Any and all other claims under California common law, the California
13 Labor Code, including, Lab. Code §§ 210, 221, 226(a), 227.3, 1198, the Fair Labor Standards Act
14 (“FLSA”), California Industrial Welfare Commission Wage Orders, California Code of
15 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the California Business and
16 Professions Code alleged in or that could have been alleged under the Operative Complaint (the
17 “Released Class Claims”).

18 32. The Aggrieved Employees and, to the extent permitted by law, the State of
19 California, shall release Defendant and the Released Parties, for the defined PAGA Period, from
20 all claims for PAGA civil penalties, attorneys’ fees, claims for interest, or costs pursuant to the
21 PAGA, for any violations that were alleged, or reasonably could have been alleged in the
22 Operative Complaint and/or the PAGA Notices, including, Labor Code §§ 201, 202, 203, 204,
23 210, 221, 226(a), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 558(a)(1)(2), 1174.5, 1194,
24 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
25 5(A)-(B), and the applicable Wage Order(s), or premiums in connection with any of the preceding
26 claims, as well as any claims under the California Labor Code, California Industrial Welfare
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Commission’s Wage Orders, or the California Code of Regulations, based upon the facts that were alleged in the PAGA Notices and Operative Complaint (the “Released PAGA Claims”).

33. The Released Class Claims and the Released PAGA Claims are hereinafter referred to as the “Released Claims.” The Released Claims by Class Members and Aggrieved Employees set forth herein exclude any and all claims asserted against MarBorg stemming solely from their direct employment by MarBorg during the Class Period and/or the PAGA Period (to the extent Class Members and/or Aggrieved Employees may attempt to allege any claim under a theory of joint employment between the Released Parties, those claims have been expressly released as a material term and condition of this Agreement) and all other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

34. As used above, the “Released Parties” are Defendant, MarBorg Industries, Inc., MarBorg Recovery Management, LLC, Waste Management, Inc., Republic Services, Inc., FCC Environmental Services, LLC, and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which was alleged or could have been alleged as jointly liable with Leadpoint and/or MarBorg as an employer of the Class Members.

35. The Court sets a compliance hearing for November 19, 2025, at 2:30 p.m. in Department 19. At least ten court days before the hearing, Class Counsel and the Settlement Administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein, the number and value of any uncashed checks, amounts remitted to the *cy pres* recipient; the status of any unresolved issues, and any other matters appropriate to bring to the court’s attention. Counsel shall also submit an amended judgment as

1 described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the
2 compliance hearing remotely.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: April 11, 2025

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HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA