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

REMBER GUILLEN and JUAN SALAS, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MOBILE CLEAR SHIELD, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: 22STCV31784

Related to Case No.: 22STCV31788

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

[PROPOSED] FINAL JUDGMENT

Date: January 13, 2026

Time: 9:00 a.m.

Dept.: SSC-11

Complaint Filed: September 28, 2022

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 13, 2026, pursuant
2 to California Rule of Court 3.769 and this Court’s February 27, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice, (collectively
5 hereinafter “Settlement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All individuals whom Defendant Mobile Clear Shield, LLC classified as
11 independent contractors and who worked for Defendant in California at any
12 time during the Class Period.

13 The Class Period is the period of time starting on September 28, 2018 and
14 ending on January 31, 2020.

15 2. Plaintiff Rember Guillen and Plaintiff Juan Salas are hereby confirmed as Class
16 Representatives, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul K.
17 Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
19 form and manner of notice were approved by the Court on February 27, 2025, and the notice
20 process has been completed in conformity with the Court’s Order. The Court finds that said
21 notice was the best notice practicable under the circumstances. The Class Notice provided due
22 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
23 members of their rights, and fully satisfied the requirements of California Code of Civil
24 Procedure § 1781(e), California Rule of Court 3.769, and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, no
2 class member has opted out of the Settlement, and that the 100 percent participation rate in the
3 Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representatives have fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representatives and the Settlement Class.

16 7. The Court orders Defendant Mobile Clear Shield, LLC (“Defendant”) to pay a
17 Gross Settlement Amount (“GSA”) of \$350,000.00. The Gross Settlement Amount shall be
18 deposited by Defendant with Phoenix Settlement Administrators (“Phoenix”), the Settlement
19 Administrator as provided for in the Settlement.

20 8. The Court finds that the settlement payments are fair, reasonable, and adequate,
21 and orders the Settlement Administrator to distribute the individual payments in conformity with
22 the terms of the Settlement.

23 9. The Court finds that service awards in the amount of \$7,500.00 to Plaintiff
24 Guillen and \$7,500 to Plaintiff Salas are appropriate for their risks undertaken and service to the
25 Settlement Class. The Court finds that these awards are fair, reasonable, and adequate, and
26 orders that the Settlement Administrator make these payments in conformity with the terms of
27 the Settlement.

1 10. The Court finds that attorneys' fees in the amount of \$116,666.67 and litigation
2 costs of \$9,712.52 for Class Counsel, are fair, reasonable, and adequate, and orders that the
3 Settlement Administrator distribute these payments to Class Counsel in conformity with the
4 terms of the Settlement.

5 11. The Court orders that the Settlement Administrator shall be paid \$5,750.00 from
6 the Settlement Amount for all of its work done and to be done until the completion of this matter,
7 and finds that sum appropriate.

8 12. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
10 Plaintiffs' representative action under the California Labor Code Private Attorneys General Act
11 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement.

13 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
14 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
15 separately from, and in addition to, the Settlement Amount.

16 14. The Court finds and determines that upon satisfaction of all obligations under the
17 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
18 have released the Released Claims as set forth in the Settlement, and will be permanently barred
19 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

20 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
21 Order, by virtue of this Judgment, Plaintiff and each Settlement Class member, release Defendant
22 and its respective former, current and future parent companies, subsidiaries, affiliates,
23 shareholders, managers, members, agents, principals, heirs, representatives (including, without
24 limitation, any investment bankers, accountants, auditors, consultants, insurers, reinsurers,
25 attorneys and any past present or future officers, directors and employees), predecessors,
26 successors, and assigns ("Released Parties") from all claims that were alleged, or reasonably
27 could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained
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1 in the course of the Action and which occurred during the Class Period. The claims released
2 include, without limitation: (1) failure to pay overtime wages; (2) failure to pay minimum wages;
3 (3) failure to provide meal periods or provide premium wages in lieu thereof; (4) failure to
4 provide rest periods or provide premium wages in lieu thereof; (5) unlawful deductions from
5 wages; (6) failure to provide accurate, itemized wage statements; (7) failure to timely pay all
6 wages upon separation of employment; (8) failure to reimburse necessary business expenses;
7 and (9) unfair business practices in violation of Business and Professions Code section 17200,
8 *et seq.* premised on the above claims; and violation of or liability under California Labor Code
9 sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197,
10 1198, 2802 and the relevant Wage Orders issued by the Industrial Welfare Commission, and any
11 and all related claims for attorneys' fees and costs.

12 16. Upon satisfaction of all obligations under the Settlement and the Final Approval
13 Order, by virtue of this Judgment, all non-exempt employees of Defendant who worked in
14 California between September 28, 2021 and January 31, 2020 release the Released Parties from
15 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
16 on the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the
17 course of the Action and which occurred during the PAGA Period. The claims released include,
18 without limitation: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3)
19 failure to provide meal periods or provide premium wages in lieu thereof; (4) failure to provide
20 rest periods or provide premium wages in lieu thereof; (5) unlawful deductions from wages; (6)
21 failure to provide accurate, itemized wage statements; (7) failure to timely pay all wages upon
22 separation of employment; (8) failure to reimburse necessary business expenses under Labor
23 Code section 2802, and the relevant Wage Orders issued by the Industrial Welfare Commission,
24 and any and all related claims for attorneys' fees and costs.

25 17. Pursuant to the Settlement, and in consideration for their service award, Plaintiffs
26 agree to release, in addition to the Released Claims described above, all claims, whether known
27 or unknown, under federal law or state law against the Released Parties. Notwithstanding the
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1 foregoing, Plaintiffs understand that this release includes unknown claims, which includes
2 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
3 provides:

4 **A general release does not extend to claims which the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor at**
6 **the time of executing the release and that, if known by him or her,**
7 **would have materially affected his or her settlement with the debtor or**
8 **released party.**

9 Notwithstanding the above, nor anything else in the Agreement, the waiver and release in the
10 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including,
11 but not limited to, workers' compensation claims, pending or otherwise and/or benefits to be
12 received by Plaintiffs in workers' compensation pursuant to the jurisdiction of workers'
13 compensation; and (ii) rights or claims arising out of this Agreement. Further, the release
14 identified in this paragraph will only be effective on the date that Defendant fully funds the Gross
15 Settlement Amount and is only effective through the date that Plaintiffs execute this agreement.

16 18. The period of the Release shall extend to the limits of the Class Period.

17 19. The releases identified herein shall become effective on the date on which
18 Defendant fully funds the Settlement. Upon the effective date of the releases, all Class Members
19 shall be deemed to have, and by operation of Judgment shall have, expressly released, waived
20 and relinquished the Released Claims.

21 20. This document shall constitute a final judgment pursuant to California Rule of
22 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
23 approval hearing, the court must make and enter judgment. The judgment must include a
24 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
25 judgment. The court may not enter an order dismissing the action at the same time as, or after,
26 entry of judgment." The Settlement Administrator shall mail the Notice of the Final Judgment
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1 to Settlement Class Members and Aggrieved Employees with Individual Class and PAGA
2 Payments, if any.

3 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
4 Order, and this Judgment.

5 **JUDGMENT IS SO ENTERED.**

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7 Dated: _____, 2026

8 Honorable David S. Cunningham
9 Judge of the Superior Court
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