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Clerk of the Superior Court

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ANDY MONTANEZ,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ANDY MONTANEZ, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

PROFESSIONAL MAINTENANCE
SYSTEMS, INC., a California Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 37-2022-00048199-CU-OE-CTL

CLASS-ACTION

~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS COUNSEL
COSTS, CLASS REPRESENTATIVE
ENHANCEMENT, AND FINAL JUDGMENT
THEREON

1 On August 2, 2024, a hearing was held on Plaintiff ANDY MONTANEZ's unopposed
2 Motion for Final Approval of the Class Action Settlement and Motion for Class Counsel Fees,
3 Class Counsel Costs, and Class Representative Enhancement.

4 The Parties have submitted their Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement"), which this Court preliminarily approved on January 26, 2024 (the "Preliminary
6 Approval Order"). Under the Preliminary Approval Order, Class Members have been given
7 adequate notice of the terms of the Settlement and the opportunity to object to it or to exclude
8 themselves from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
15 Order and Judgment adopts all defined terms set forth in the Settlement.

16 2. For settlement purposes only, the Court grants certification of the Class. The Class
17 is defined as Plaintiff and all current and former hourly, non-exempt employees of Defendant in
18 California, at any time from June 10, 2021, through December 27, 2023.

19 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
20 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member on May
21 7, 2024, by first-class mail in both English and Spanish. The Class Notice informed Class Members
22 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
23 to comment on or object to the Settlement and/or the attorneys' fees and costs, their right to elect
24 not to participate in the Settlement and pursue their own remedies, their right to appear in person
25 and/or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement,
26 and of other actions pending against Defendant. Adequate periods of time were provided by each
27 of these procedures.

1 4. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the notice provided in this case was the best notice practicable, which satisfied
5 the requirements of law and due process.

6 5. The Court finds and determines that the following individual has opted-out of the
7 Settlement and is not bound by its terms: Isaias Jose Moreira Baltodano.

8 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
9 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
10 each Class Member and that the Settlement Class Members will be bound by the Settlement, that
11 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
12 should be and hereby are ordered to be consummated.

13 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
14 the amount of \$2,000,000.00 and the Individual Settlement Payments to be paid to the Settlement
15 Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval
16 to and orders the payment of those amounts to be distributed to the Settlement Class Members out
17 of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the
18 Settlement, the Settlement Administrator is directed to make the payments to each Participating
19 Class Member.

20 8. The Court finds and determines that the Settlement Administration Cost for the
21 Settlement in the amount of \$24,000 is fair and reasonable. The Court hereby grants final approval
22 to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the
23 Settlement Administrator in accordance with the Settlement.

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1 9. The Court finds and determines that the request by Plaintiff Andy Montanez for a
2 Class Representative Enhancement is fair and reasonable and hereby orders that the requested
3 payment in the amount of \$10,000 be paid to Plaintiff out of the Gross Settlement Amount.

4 10. The Court further finds and determines that the request by Class Counsel for the
5 Class Counsel Fee is fair and reasonable and hereby orders that \$666,600 (33.33% of the Gross
6 Settlement Amount) be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the
7 Gross Settlement Amount.

8 11. The Court also finds and determines that the request by Class Counsel for Class
9 Counsel Expenses is fair and reasonable and hereby orders that \$18,413.51 be paid to Koul Law
10 Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

11 12. Upon entry of this Final Approval Order and funding of the Gross Settlement
12 Amount, as well as employer-side taxes, the Settlement Class Members will forever completely
13 release and discharge the Released Parties from the Released Class Claims for the Class Release
14 Period.

15 13. Upon entry of this Final Approval Order and funding of the Gross Settlement
16 Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of
17 the State of California, and all PAGA Aggrieved Employees will forever completely release and
18 discharge the Released Parties from the Released PAGA Claims through the PAGA Release Period.

19 14. Pursuant to the terms of the Settlement, Plaintiff makes an additional general release
20 as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and benefits
21 afforded by Section 1542 which states:

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

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15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payment in accordance with the Settlement.

16. If, for any reason, the Settlement ultimately does not become Final (as defined by the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective positions in the action as those positions existed immediately before the Parties executed the Settlement; and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in the Action or in any other action.

17. The Parties entered into the Settlement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly denied by Defendant.

18. All uncashed settlement checks will be delivered to the California State Controller's Unclaimed Property Division in the name of the Class Member leaving no unpaid residues subject to the requirements of California Code of Civil Procedure Section 384(b).

19. By means of this Final Approval Order, this Court hereby enters final judgment in this Action.

20. Without affecting the finality of this Final Approval Order and Judgment in any way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

21. The Parties are hereby ordered to comply with the terms of the Agreement.

22. Each side is to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

23. The Court sets a final accounting hearing for _____, 2024. Plaintiff must file a final report 9 days before the final accounting hearing.

IT IS SO ORDERED AND ADJUDICATED.

DATED: 8-2-24

HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT