

1 Jose Garay, Esq. (SBN: 235367)
2 JOSE GARAY, APLC
3 249 East Ocean Boulevard, Suite 814
4 Long Beach, CA 90802
5 Telephone No.: (949) 208-3400
6 Facsimile No.: (562) 590-8400

7 Kevin Mahoney, Esq. (SBN: 299809)
8 kmahoney@mahoney-law.net
9 MAHONEY LAW GROUP, APC
10 249 East Ocean Boulevard, Suite 814
11 Long Beach, CA 90802
12 Telephone No.: (562) 590-5550
13 Facsimile No.: (562) 590-8400

14 Attorneys for Plaintiff ADAN JIMENEZ

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF ORANGE**

17 ADAN JIMENEZ,
18 Plaintiff,

19 v.

20 INNOVATIVE CLEANING SERVICES
21 LLC, a Delaware Limited Liability
22 Company, and DOES 1 through 50,
23 inclusive,

24 Defendant.

CASE NO.: 30-2022-01292149-CU-OE-CXC

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

CASE NO.: 30-2022-01292149-CU-OE-CXC
*Assigned for all purposes to the
Honorable Randall J. Sherman*

Reservation No.: 74334113
Date: February 7, 2025
Time: 10:00 a.m.
Dept: CX-105

Complaint Filed: November 17, 2022

1 On February 7, 2025, a hearing was held on the unopposed motion of Plaintiff, ADAN
2 JIMENEZ, for approval of a settlement agreement pursuant to California's Private Attorney
3 General Act ("PAGA") (the "Settlement"). Kevin Mahoney of Mahoney Law Group, APC, and
4 Jose Garay of Jose Garay APLC appeared for Plaintiff; Nathan Low of Fisher Phillips appeared
5 for Defendant, respectively. The Court having considered all papers filed and proceedings herein
6 and otherwise being fully informed, and having made this Judgment which constitutes a final
7 adjudication of this matter on the merits, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
10 shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement")
11 executed between the Parties on April 24, 2024, as amended.

12 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
13 Code §§ 2699(l)(2), (l)(4), the Labor Workforce and Development Agency ("LWDA") has been
14 given notice of the Settlement. Pursuant to PAGA, on the date the Plaintiff filed the motion
15 seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of
16 the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
17 notice of the Settlement complied with the statutory requirements of PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the "PAGA Settlement Group Members":

20 The eight hundred seventy-nine (879) current and former non-
21 exempt employees of Defendant in California at any time during
22 the period from November 2, 2021, to the date that the Court
approves this Settlement with a signed Order.

23 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
24 Settlement Group Members, and over those persons and entities undertaking affirmative
25 obligations under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
27 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.
28

1 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
2 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
3 dispute and/or correct their Settlement Share before payments are made.

4 7. The Court finds that each PAGA Settlement Group Member, in accordance with
5 the Settlement, releases the following “Released Claims” against the Released Parties.

6 all claims, demands, liabilities, damages, attorneys’ fees, costs, and
7 penalties against the Released Parties, that can be recovered under
8 the facts asserted in the LWDA Notice and PAGA Action for
9 alleged: (1) unpaid wages, minimum wages, regular wages,
10 overtime and double time wages, in violation of Labor Code
11 sections 510, 558, 1194, 1197 and 1197.1; (2) meal and rest period
12 violations, in violation of Labor Code sections 226.7 and 512; (3)
untimely payment of wages, in violation of Labor Code section
204; (4) wage statement violations, in violation of Labor Code
section 226(a); (5) separation pay violations, in violation of Labor
Code sections 201, 202 and 203; and (6) unreimbursed business
expenses, in violation of Labor Code section 2802 and
corresponding Wage Orders during the PAGA Claim Period.

13 8. As to the Released Claims Only, the Plaintiff also waive and relinquish the
14 provisions, rights and benefits of section 1542 of the California Civil Code.

15 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and
16 the methodology used to calculate and pay each Settlement Share, in accordance with the
17 Settlement, are fair and reasonable.

18 10. The Court authorizes the Settlement Administrator to calculate and pay the
19 Settlement Shares, in accordance with the terms of the Settlement.

20 11. The Court awards the Settlement Administrator in this Action its fees and costs of
21 \$8,950.00, in accordance with the terms of the Settlement Agreement.

22 12. The Court awards to Plaintiff’s Counsel in this Action its fees of \$186,666.67 and
23 costs of \$12,994.15, in accordance with the terms of the Settlement Agreement.

24 13. The Court awards to Plaintiff in this Action a Representative Plaintiff’s Payment
25 of \$5,000.00, in accordance with the terms of the Settlement Agreement.

26 14. The Court approves the allocations and payment of \$346,389.18 for the
27 compromise of claims brought under PAGA, to be paid in accordance with the terms of the
28 Settlement. Under the terms of the Settlement, 75% of the Net Settlement Amount, \$259,791.88,

1 will be paid to the State of California Labor Workforce Development Agency ("LWDA
2 Payment"); the remaining amount of the Net Settlement Amount, \$86,597.30, shall be distributed
3 to the PAGA Settlement Group Members in accordance with the terms of the Settlement.

4 15. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
5 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
6 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the
7 California State Controllers' Office Unclaimed Property Fund in the name of the individual
8 PAGA Settlement Group Member for his or her benefit.

9 16. The Court retains exclusive and continuing jurisdiction over this Action for
10 purposes of supervising, administering, implementing, interpreting, and enforcing this Order and
11 Judgment, as well as the Settlement.

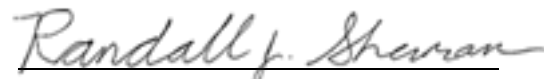
12 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
13 admission or concession by any party. The Settlement and this resulting Order and Judgment
14 simply represent a compromise of disputed allegations.

15 18. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10)
16 days of the date of this Order.

17 19. Within fifteen (15) months of the date of this Order, the Parties are directed to file
18 a joint status report regarding the status of the distribution of settlement proceeds. Upon
19 satisfaction that the appropriate payments have been made, the Court will then close this case.
20

21 **IT IS SO ORDERED AND ADJUDGED.**

22 DATED: February 7, 2025



23 Hon. Randall J. Sherman
24 Orange County Superior Court Judge
25
26
27
28