

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL - 8 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUAN CARLOS BAUTISTA and JAIME
CERVANTES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

SERVICEFIRST RESTORATION, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2302978
[Assigned to the Hon. Joseph T. Ortiz, Dept.
S17, for all purposes]

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT

Plaintiffs Juan Carlos Bautista, Jaime Cervantes, and Misty Bowyer's (the "Plaintiffs") Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Amended Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in Department S17 of the above-entitled court. The Final Approval Motion was unopposed by Defendant ServiceFirst Restoration, Inc. ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

1 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
2 Due and adequate notice having been given to the Class, and the Court having considered the
3 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
4 comments received regarding the proposed settlement, and having reviewed the record in this
5 Action, and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter over this Action, the
10 Plaintiffs/Class Representatives Juan Carlos Bautista, Jaime Cervantes, and Misty Bowyer, the
11 Class Members, and Defendant.

12 3. The following definitions are pertinent to this Final Order are set forth in the
13 Settlement Agreement, the Court's January 8, 2025 Order Granting Preliminary Approval and
14 the Court's March 17, 2025, Order Modifying the Preliminary Approval Order, as follows:

- 15 a. "Class Members" includes "all Independent Contractors and Hourly
16 Employees during the Class Period."
17 b. "Class Period" is May 12, 2019, through January 31, 2024.
18 c. "Independent Contractor" means "the eleven (11) individuals that performed
19 contracting field/service work for Defendant in California and who Defendant
20 classified as independent contractors during the Class Period."
21 d. "Hourly Employees" means "all nonexempt employees employed by
22 Defendant in California during the Class Period."
23 e. "Aggrieved Employees" includes "all Independent Contractors and Hourly
24 Employees during the PAGA Period."
25 f. "PAGA Period" is May 12, 2022, through January 31, 2024.

26 4. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following Class, which includes "All Independent Contractors and Hourly Employees during the
28 Class Period of May 12, 2019, through January 31, 2024." The Court deems this definition

1 sufficient for purposes of California Rules of Court, rule 3.765(a).

2 5. The Court finds that the distribution of the Class Notice, as provided for in the
3 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
4 under the circumstances to all Class Members and fully met the requirements of California law
5 and due process under the California and United States Constitution. Based on evidence and
6 other material submitted, the actual notice to the class was adequate.

7 6. The Court finds that the instant Action presented a good faith dispute of the
8 claims alleged, and the Court finds in favor of settlement approval.

9 7. The Released Class Claims on behalf of the Participating Class Members
10 included:

11 All claims stated in the Complaint and those that could reasonably
12 have been alleged based upon the facts in the Complaint,
13 including: (1) failure to pay minimum wages, (2) failure to pay
14 overtime wages, (3) failure to pay for rest periods and
15 nonproductive time, (4) failure to provide meal periods, (5) failure
16 to provide rest breaks, (6) failure to reimburse business expenses,
17 (7) failure to timely pay final wages, (8) failure to provide accurate
18 itemized wage statements, and (9) unfair and unlawful
19 competition. The time period governing the Released Class Claims
20 shall be any time during the Class Period.

21 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

22 All PAGA claims that Plaintiffs alleged against the Released
23 Parties, based on the facts stated in the Complaint and in the
24 relevant LWDA notice letters, including all PAGA claims seeking
25 civil penalties premised upon: (1) misclassification, (2) failure to
26 pay minimum wages, (3) failure to pay overtime wages, (4) failure
27 to pay for rest and recovery periods and nonproductive time under
28 Labor Code § 226.2, (5) failure to provide meal periods, (6) failure
to provide rest breaks, (7) failure to reimburse business expenses,
(8) failure to timely pay wages each period, (9) failure to timely
pay wages upon separation of employment, (10) failure to provide
accurate itemized wage statements, and (11) all other claims for
civil penalties recoverable under the Private Attorneys General
Act, Labor Code §§ 2698 et seq. based on the facts or claims
alleged in the LWDA notice letters and Complaint. The time
period governing the Released PAGA Claims shall be any time
during the PAGA Period.

1 9. There were no Objections to the Settlement, and no Requests for Exclusion.
2 Thus, all Class Members are Participating Class Members, who are entitled to an Individual
3 Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
4 Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA
5 Penalties.

6 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
8 Parties are directed to perform in accordance with the terms set forth in the Settlement
9 Agreement and the Court's Orders.

10 11. The Parties are to bear their own costs, except as otherwise provided in the
11 Settlement Agreement.

12 12. With respect to the Class and for purposes of approving this Settlement, this Court
13 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
14 joinder of all members is impracticable; (b) there are questions of law or fact common to the
15 Class Members, and there is a well-defined community of interest among the Class Members
16 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
17 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
18 adequately protected the interests of the Class Members; (e) a class action is superior to other
19 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
20 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
21 Plaintiffs in their individual and representative capacity and for the Class.

22 13. By this Judgment, the Class Representatives shall release, relinquish, and
23 discharge, and each of the Participating Class Members shall be deemed to have, and by
24 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
25 discharged all Released Class Claims, as defined in the Settlement Agreement.

26 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
27 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
28 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or

1 Participating Class Members as an admission of, or evidence of, the validity of any of the Settled
2 Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released
3 Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representatives or
4 Participating Class Members as an admission of, or evidence of, any fault or omission of
5 Defendant or any of the other Released Parties in any civil, criminal, or administrative
6 proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other
7 Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any
8 other action that may be brought against it or them in order to support a defense or counterclaim
9 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
10 bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or
11 counterclaim.

12 15. The Settlement Amount to be paid under the Settlement Agreement is \$500,000.
13 From this amount, Class Counsel sought a Class Counsel Fee Payment of \$163,666.67 (1/3 less
14 \$3,000 to fund Bowyer's Service Award), Class Counsel's litigation expenses of \$13,819.01, a
15 Service Payment to Class Representatives Juan Carlos Bautista and Jaime Cervantes of \$10,000
16 each, and \$3,000 to Misty Bowyer, an Administrator Expenses Payment of \$8,000.00 to Phoenix
17 Settlement Administrators, and \$22,500 to the LWDA for PAGA penalties and \$7,500 to the
18 Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
19 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
20 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
21 shall be reported through the Settlement Administrator. The Court finds that the Settlement
22 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
23 Settlement Amount:

- 24 A) \$163,666.67 to Class Counsel for Class Counsel Fee Payment in light of
25 the benefit obtained on behalf of the Class;
26 B) \$13,819.01 to Class Counsel's litigation costs;
27 C) \$10,000 each to Class Representatives Juan Carlos Bautista and Jaime
28 Cervantes, and \$3,000 to Misty Bowyer as a Service Award;

1 D) \$8,000.00 to the Settlement Administrator, Phoenix Settlement
2 Administrators;

3 E) \$22,500 to the I.WDA;

4 F) \$7,500 to the Aggrieved Employees on a pro rata basis;

5 G) After deducting the foregoing payments from the Settlement Amount, the
6 remainder shall form the Net Settlement Amount payable to the Participating Class
7 Members as set forth in the Settlement Agreement and as calculated by the Settlement
8 Administrator.

9 16. The Settlement Administrator is directed to calculate the Participating Class
10 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
11 Payments and issue all payments within in accordance with the Settlement Agreement and this
12 Order/Judgment.

13 17. Concurrently with mailing the settlement checks to the Participating Class
14 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
15 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
16 check for the Participating Class Members, noting the following: "Please be advised that on
17 [insert date], 2025, the Superior Court of California for the County of San Bernardino entered
18 Judgment in the case entitled *Bautista v. ServiceFirst Restoration, Inc., et al.*, pending in
19 Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2302978,
20 on behalf of all Independent Contractors and Hourly Employees who performed employment
21 services for ServiceFirst Restoration, Inc., during the Class Period of May 12, 2019, through
22 January 31, 2024."

23 18. The Class Members shall have 180 days to negotiate the settlement check from
24 the date of issuance by the Settlement Administrator. In the event that a Participating Class
25 Member or Aggrieved Employee does not negotiate his/her check within this time period, the
26 check will be canceled. The value of the unclaimed funds in the Settlement Administrator's
27 account as a result of a failure to timely cash a settlement check shall be issued to the State
28 Controller's Office for the State of California in the name of the person.

1 19. The following dates shall govern for purposes of this implementing this
2 Order/Judgment:

3 July 8, 2025	4 The Final Order is entered and the Effective Date occurs.
5 July 23, 2025	6 Defendant shall wire the Gross Settlement Amount, plus its share of payroll taxes, to the Settlement Administrator.
7 August 4, 2025	8 Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual 9 PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and 10 Litigation Expenses, the Service Payment to the Class Representatives, the payment to the LWDA for PAGA Penalties, and pay 11 itself the Administrator Costs.
12 180 days after payment is issued (approximately February 20, 2026)	13 Deadline for Participating Class Members and Aggrieved Employees to cash checks.
14 March 25, 2026	15 Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, 16 including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
17 Date: <u>April 21</u> , 2026	18 Hearing re: status of disbursements.
19 Time: <u>8:30 pm</u>	

1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representatives, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: July 8, 2025

Joseph Ortiz
HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT