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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SUSANA HERNANDEZ DE MARTINEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

FACILITY SERVICES PARTNERS, INC., a
California Corporation; and DOES 1 through
10, inclusive,

Defendant

Case No.: CVRI2304625

[Assigned for all purposes to Hon. Eric A Keen,
Dept. 6]

**AMENDED [PROPOSED] FINAL
JUDGMENT**

Action Filed: September 5, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff SUSANA HERNANDEZ DE MARTINEZ (“Plaintiff”) and Defendant FACILITY
3 SERVICES PARTNERS, INC. (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached
4 terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys
5 General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

6 Plaintiff, on behalf of the Parties, has filed a Motion for an Order Approving Settlement of
7 Plaintiff’s Claims Brought Pursuant to the Private Attorney General’s Act of 2004 (“PAGA”)
8 (“Motion”) memorialized in the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
9 AGREEMENT AND RELEASE (the “Settlement”). A true copy of the Settlement is attached to the
10 Declaration of Lilit Tunyan as Exhibit 1.

11 The Court granted the Parties’ Motion. The ORDER GRANTING PLAINTIFF’S
12 MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT
13 TO THE PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA Settlement Order”), is
14 incorporated herein in its entirety.

15 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
16 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
17 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
18 defined herein, have the same meaning as given in the Settlement executed by the parties.

19 **JUDGMENT**

20 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
21 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
22 from Defendant, except as expressly set forth in the Settlement, and as approved and awarded by the
23 Court.

24 The Aggrieved Employees are:

25 All non-exempt employees who are or were employed by Defendant within the State of
26 California from July 2, 2022 to June 5, 2024.

27 Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce Development
28 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this

1 Judgment.

2 PAGA claims are released as follows:

3 Upon the Effective Date and full funding of the Gross Settlement Amount and General
4 Release Payment to Plaintiff, and except as to the rights and obligations created by the
5 Settlement Agreement, Plaintiff, individually and on behalf of her descendants, marital
6 community, dependents, heirs, executors, administrators, representatives, attorneys,
7 successors and assigns, and the State of California, on behalf of itself and its
8 administrators, representatives, and assigns, will knowingly and voluntarily release and
9 forever discharge Defendant, including Defendant's parent corporation, affiliates,
10 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current
11 and former employees, attorneys, insurers, shareholders, partners, members, officers,
12 directors and agents thereof, both individually and in their business capacities
13 (collectively, the "Released Parties"), to the full extent permitted by law, of and from
14 the Lawsuit and from any and all claims asserted or that could have been asserted,
15 arising during the period from July 2, 2022, through June 5, 2024, for civil penalties
16 under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest,
17 fees, and costs available under PAGA, based on the factual allegations in the Complaint
18 and in PAGA Notice, including but not limited to, for failure to pay minimum, regular,
19 and overtime wages, failure to provide compliant meal periods and associated
20 premiums, failure to provide compliant rest periods and associated premiums, failure to
21 timely pay wages at termination, failure to furnish accurate itemized wage statements,
22 failure to reimburse necessary business expenses, and failure to maintain accurate
23 records, and for violations of California Labor Code sections 201, 202, 203, 204, 226,
24 226.7, 227.3, 510, 512, 174.5, 1197, 1198, and 2802, and the applicable Industrial
25 Welfare Commission Wage Orders, whether known or unknown, suspected or
26 unsuspected, concealed or hidden, that were alleged in the Action and/or the PAGA
27 Notice, or that could have been alleged in the Action and/or PAGA Notice based on the
28 factual allegations contained therein, which Plaintiff and any Aggrieved Employee have
or had at any time through and including the PAGA Period, against any of the Released
Parties (the "Released PAGA Claims"). The final judgment entered pursuant to this
settlement shall bind the Aggrieved Employees who shall be bound by the judgment in
any action brought by the LWDA with respect to the Released PAGA claims against
the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986.

19 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
20 terms of the Settlement.

21 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
22 Settlement Order, and this Judgment.

23 Nothing in this Judgment or the Settlement will be construed as an admission or concession by
24 any party.

25 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
26 prejudice, each side to bear its own costs and attorneys' fees, except as provided by the Settlement
27 Agreement.

28 Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action

1 for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
2 well as the Settlement.

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4 **JUDGMENT IS ENTERED ACCORDINGLY.**

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6 Dated: _____

7 Hon. Eric A Keen
8 RIVERSIDE COUNTY SUPERIOR COURT JUDGE
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