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Attorneys for Plaintiff SUSANA HERNANDEZ DE MARTINEZ,
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]

[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 and Aggrieved Employees, individually and on behalf
6 of their descendants, marital community, dependents, heirs, executors, administrators,
7 representatives, attorneys, successors and assigns, and the State of California, on behalf
8 of itself and its administrators, representatives, and assigns, will be deemed to have
9 knowingly and voluntarily released and forever discharged Defendant, including
10 Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers,
11 successors and assigns, and their current and former employees, attorneys, insurers,
12 shareholders, partners, members, officers, directors and agents thereof, both
13 individually and in their business capacities (collectively, the "Released Parties"), to the
14 full extent permitted by law, of and from the Lawsuit and from any and all claims
15 asserted or that could have been asserted, arising during the period from July 2, 2022,
16 through June 5, 2024, for civil penalties under California Labor Code section 2698, *et*
17 *seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on
18 the factual allegations in the Complaint and in PAGA Notice, including but not limited
19 to, for failure to pay minimum, regular, and overtime wages, failure to provide
20 compliant meal periods and associated premiums, failure to provide compliant rest
21 periods and associated premiums, failure to timely pay wages at termination, failure to
22 furnish accurate itemized wage statements, failure to reimburse necessary business
23 expenses, and failure to maintain accurate records, and for violations of California
24 Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 174.5, 1197,
25 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders,
26 whether known or unknown, suspected or unsuspected, concealed or hidden, that were
27 alleged in the Action and/or the PAGA Notice, or that could have been alleged in the
28 Action and/or PAGA Notice based on the 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.

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

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

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

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

Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action
for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as

1 well as the Settlement.

2
3 **JUDGMENT IS ENTERED ACCORDINGLY.**

4
5 Dated: _____
6

Hon. Eric A Keen
RIVERSIDE COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] FINAL**
9 **JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties
10 as follows and as stated on the attached service list:

11 Lori Yankelevits
12 lyankelevits@swerdlowlaw.com
13 Millicent Sanchez
14 msanchez@swerdlowlaw.com
15 Chehreh Golzar
16 cgolzar@swerdlowlaw.com
17 **SWERDLOW FLORENCE SANCHEZ**
18 **SWERDLOW & WIMMER**
19 A Law Corporation
20 10877 Wilshire Boulevard, Suite 1650
21 Los Angeles, CA 90024
22 Tel: (310) 288-980
23 Facsimile: (424) 281-2580

24 *Attorneys for Defendant Facility Services Partners, Inc.*

25 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
26 by e-mail delivery on the parties listed herein at their most recent known e-mail address
27 or e-mail of record in this action.

28 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses listed
above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on May 17, 2024 at Glendale, California.

Lilit Tunyan

Name



Signature

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