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13 and on behalf of others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF KINGS**

16 SEAN MARTINEZ, individually, and on behalf
17 of all others similarly situated,

18 Plaintiff,

19 vs.

20 MILLENNIUM FIRE PROTECTION
21 CORPORATION, a California corporation;
22 MILLENNIUM FIRE PROTECTION
23 SERVICES, INC., a California corporation; and
24 DOES 1 through 10, inclusive,

25 Defendants.

Case No.: 23CU0271

Assigned for all purposes to:
Hon. Jennifer Giuliani, Dept. 1

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Motion Hearing

Date: May 6, 2026

Time: 8:15 a.m.

Dept.: 1

1 Plaintiff Sean Martinez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
2 and PAGA Settlement of Plaintiff came before this Court on July 10, 2025, at 8:15 a.m., in
3 Department 1 of the Superior Court of California, County of Kings located at 1640 Kings
4 County Drive, Hanford, CA 93230. Plaintiff now seeks an order granting final approval of the
5 Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff and
6 Defendants Millennium Fire Protection Corporation and Millennium Fire Protection Services,
7 Inc. (“Defendants”) (Plaintiff and Defendants collectively, the “Parties”), a copy of which is
8 attached to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement as **Exhibit 1**. On July 10, 2025, this Court
10 issued an Amended Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
11 and PAGA Settlement (“Preliminary Approval Order”). In accordance with the Preliminary
12 Approval Order, Class Members have been given notice of the terms of the Settlement and the
13 opportunity to comment on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on July 10, 2025, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the
21 Parties, including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class
23 for settlement purposes only:

24 all person currently or formerly employed by Defendant as hourly-paid, non-
25 exempt employees in the State of California during the Class Period (January
26 3, 2019 through July 24, 2024).

27 3. The Court appoints Plaintiff Sean Martinez as Class Representative for settlement
28 purposes only.

1 4. The Court appoints John G. Yslas, Jeffrey Bills, and Emily Borman of Wilshire
2 Law Firm, PLC as Class Counsel for settlement purposes only.

3 5. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
4 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the
6 Settlement, their right to receive a Settlement Share, their right to comment on or object to the
7 Settlement or to opt out of the Settlement and pursue their own remedies, and their right to
8 appear in person or by counsel at the final approval hearing and be heard regarding approval of
9 the Settlement. Adequate periods of time were provided by each of these procedures.

10 6. No Class Members objected to the Settlement.

11 7. No Class Members requested exclusion from the Settlement.

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

17 9. The Court finds the Settlement was entered into in good faith, that the Settlement
18 is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including
20 the provisions of California Code of Civil Procedure section 382 and California Rules of Court,
21 Rule 3.769.

22 10. Class Members who have not opted out will be bound by the Settlement, except
23 that PAGA Group Members will release the PAGA claims released in the Settlement and will
24 receive a portion of the amount set aside for their share of the settlement of civil penalties,
25 regardless of whether they opt out of the Settlement.

26 11. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 12. No later than twenty-one (21) days after the Court's Final Approval of the
2 Settlement, Defendants will transfer the Gross Settlement Amount of Four Hundred Sixty Three
3 Thousand Nine Hundred Eighty Dollars (\$463,980.00) to the Settlement Administrator.

4 13. Within seven (7) days after Defendants fully fund the GSA and the Effective Date
5 has passed, the Administrator will mail checks for all Individual Class Payments, all Individual
6 PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class
7 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 14. In addition to any recovery Plaintiff may receive under the Settlement, and in
12 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
13 payment from the Gross Settlement Amount of an incentive award to Plaintiff Sean Martinez in
14 the amount of Ten Thousand Dollars (\$10,000.00).

15 15. The Court approves payment from the Gross Settlement Amount for civil
16 penalties under PAGA in the amount of Sixty-Nine Thousand Five Hundred Ninety-Seven
17 Dollars (\$69,597.00) with the LWDA to receive 75% (\$52,197.75), and the remaining 25%
18 (\$17,399.25) to be distributed to Aggrieved Employees, defined as all hourly-paid, non-exempt
19 employees who are currently or formerly employed by Defendants in the State of California
20 during the PAGA Period (May 14, 2022 through July 24, 2024). The Court finds and determines
21 that such payment is fair, reasonable, and appropriate.

22 16. The Court approves payment from the Gross Settlement Amount for attorneys'
23 fees to Class Counsel in the amount of One Hundred Fifty-Four Thousand Five Hundred Five
24 Dollars and Thirty-Four Cents (\$154,505.34) and the reimbursement of litigation costs in the
25 amount of Sixteen Thousand Five Hundred Sixty Dollars and Sixty-Five Cents (\$16,560.65).
26 Both are reasonable amounts. The reasonableness of the fee award is determined based on a
27 reasonable percentage of the common fund obtained for the Class. The Court also has considered
28 the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation

practices and reflects the actual benefit obtained for the Class.

17. The Court approves payment from the Gross Settlement Amount in the amount of Four Thousand Nine Hundred Ninety Dollars (\$4,990.00) to the Settlement Administrator, Apex Class Action Administration for its performance of settlement administration services.

18. Individual Settlement Payments checks will be valid for one hundred eighty (180) days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within one hundred and eighty (180) days after it is mailed to him or her, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work for use in Los Angeles County.

19. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- (a) Plaintiff's Release. Plaintiff discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law

1 different from, or in addition to, the facts or law that Plaintiff now knows
2 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
3 be and remain effective in all respects, notwithstanding such different or
4 additional facts or Plaintiff's discovery of them.. ("Plaintiffs' Release.")
5

6 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For
7 purposes of Plaintiff's Release, Plaintiff expressly waives and
8 relinquishes the provisions, rights, and benefits, if any, of section 1542
9 of the California Civil Code, which reads:
10

11 A general release does not extend to claims that the creditor or releasing
12 party does not know or suspect to exist in his or her favor at the time of
13 executing the release, and that if known by him or her would have
14 materially affected his or her settlement with the debtor or Released
15 Party.

16 (b) Release by Participating Class Members: All Participating Class
17 Members will release all claims, rights, demands, liabilities, and causes of
18 action, in law or in equity, arising at any time during the Class Period for
19 the claims brought by Plaintiff in the Operative Class Complaint, or that
20 could have been brought by Plaintiff against Defendant in the Operative
21 Class Complaint based on the facts alleged therein.

22 (c) Release by Non-Participating Class Members Who Are Aggrieved
23 Employees: All Aggrieved Employees will release all claims for civil
24 penalties that were alleged or could have been alleged in the Operative
25 PAGA Complaint and the PAGA Notice based on the facts alleged therein
26 during the PAGA Period.

27 20. The Parties are hereby ordered to comply with the terms of the Settlement.

28 21. The Parties shall bear his, her, its, or their own respective attorneys' fees and

costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

22. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

23. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Amended Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

24. A Settlement Compliance Hearing is set for October 9, 2026, at 8:15 a.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Dept. 2 of the above-captioned Court.

25. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than fifteen (15) days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

HONORABLE JENNIFER GIULIANI
JUDGE OF THE SUPERIOR COURT