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12 Attorneys for Plaintiff, MONA SANDERS
13 (erroneously listed as "MONDA SANDERS")

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MONA SANDERS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ESL POWER SYSTEMS, INC.; and DOES 1
through 10, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 12 2025

E. Escobedo

[CM]

JUN 16 2025

Case No.: CVRI2304316

*[Assigned for All Purposes to the Honorable
Harold W. Hopp in Department 1]*

REPRESENTATIVE ACTION

[PROPOSED] FINAL JUDGMENT

Date: May 27, 2025
Time: 8:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Harold W. Hopp

Reservation ID: **091000557632**

Action Filed: August 9, 2023
Trial Date: Not Set

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

2 Plaintiff Mona Sanders ("Plaintiff") and Defendant ESL Power Systems, Inc. ("ESL" or
3 "Defendant") (Plaintiff and Defendant are the "Parties") have reached terms of settlement of this action
4 alleging a claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor
5 Code § 2698, *et seq.* ("PAGA"). Plaintiff filed a Motion for approval of the settlement, memorialized in
6 the PAGA SETTLEMENT AGREEMENT (referred to as the "Agreement," and attached to the
7 DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR AN
8 ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE
9 ATTORNEYS GENERAL ACT OF 2004 ["Levant Decl."] as **Exhibit 1**, which Declaration was filed
10 on April 4, 2025). The Court issued an Order (the "PAGA Settlement Order") granting the Motion. The
11 PAGA Settlement Order is incorporated herein in its entirety.

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

16 **JUDGMENT**

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

20 The Aggrieved Employees are:

21 All persons employed by Defendant as hourly-paid or nonexempt employees in the
22 State of California during the PAGA Period (August 8, 2022 to the date of the approval
of the settlement in the Action).

23 (Agreement, ¶¶ 1.4, 1.20). Pursuant to PAGA, Labor Code § 2699(1)(2), the Labor and Workforce
24 Development Agency (the "LWDA") has been given timely notice of the Agreement and is therefore
25 bound by this Judgment.

26 As set forth in the Agreement, the released persons and entities include:

27 Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by
28 Corporations Code § 150, and each of its supervisory/managerial employees, managing
agents, shareholders, directors, and/or officers. (Agreement, ¶ 1.27.)

1 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff
2 and PAGA Counsel will release claims against all Released Parties as follows:

3 Plaintiff, on behalf of herself and the State of California, releases all claims arising
4 under PAGA that were described in Plaintiff's pre-filing PAGA Notice to the LWDA,
to the extent alleged in the Operative Complaint.

5 All payments due under the Agreement will be made pursuant to the Agreement, the PAGA
6 Settlement Order, and this Judgment. A distribution compliance hearing is set for February 27, 2026, at
7 8:30 a.m., in Department 1. *The court should file a*

8 Nothing in this Judgment or the Agreement will be construed as an admission or concession by
9 any party. *advised*

10 Based on the foregoing and in accordance with the Agreement, this action is dismissed with
11 prejudice, each side to bear its own costs and attorneys' fees, except as awarded in the PAGA Settlement
12 Order. Pursuant to this Judgment, the Court retains exclusive and continuing jurisdiction over this action
13 for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
14 well as the Agreement.

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16 **JUDGMENT IS ENTERED ACCORDINGLY.**

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18 Dated: June 11, 2025

Harold W. Hopp

Hon. Harold W. Hopp
RIVERSIDE SUPERIOR COURT JUDGE