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

VILLAREAL, MARGIE, an individual, on
behalf of himself and all others similarly
situated;

Plaintiff,

v.

COMPLETE OFFICE CLEANING, LLC, a
California limited liability company doing
business as SMART JANITORIAL; and
DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 30-2023-01369587-CU-OE-CXC

**ORDER AND JUDGMENT RE APPROVAL
OF PAGA SETTLEMENT**

[filed concurrently with Notice of Compliance;
2nd Decl. of B. Jones; and Decl. of C. Loni]

Hon. Layne H. Melzer
Dept. CX102

Date: August 21, 2025
Time: 2:00 p.m.

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

3 **PLEASE TAKE NOTICE** that on August 21, 2025, Plaintiff's Motion for Approval of
4 PAGA Settlement was heard by this Court. The Court having considered the papers and arguments
5 submitted in support thereof,

6 **HEREBY ORDERS AS FOLLOWS:**

7 1. All terms used herein shall have the same meaning as defined in the PAGA
8 Settlement Agreement (the "Agreement") (Jones Decl, Ex. A (ROA No. 66) and the First
9 Amendment to PAGA Settlement ("First Amendment") (2nd Jones Decl.; Ex. 1 ,(ROA No. 85).
10 The Agreement and First Amendment are collectively referred to herein as the "Amended
11 Agreement."

12 2. Pursuant to Labor Code section 2699.3, Plaintiff provided timely notice to the
13 California Labor and Workforce Development Agency ("LWDA") of Plaintiff's intent to pursue
14 this action against Defendant on November 30, 2023.

15 3. Pursuant to former Labor Code section 2699(1)(2)¹, Plaintiff submitted the
16 Agreement and the First Amendment to LWDA via electronic submission on April 10, 2025 and
17 August 4, 2025, respectively.

18 4. The Court has jurisdiction over the subject matter of this litigation, All Aggrieved
19 Employees, and over those persons and entities undertaking obligations under the Agreement.

20 5. The Amended Agreement is approved pursuant to Labor Code section 2699(1)(2).
21 The Court finds that the Amended Agreement is, in all respects, fair, adequate, reasonable, and
22 just and is not arbitrary, oppressive or confiscatory and directs the Parties to effectuate the
23 Amended Agreement according to its terms. The Court finds that the Amended Agreement was
24 reached as a result of informed and non-collusive arm's-length negotiations. The Court further

25 ¹ The California Legislature amended Labor Code section 2699 in July 2024. The new provisions
26 apply to PAGA actions filed on or after June 19, 2024. This Action was filed before then. All
27 citations to Labor Code section 2699 refer to the statutory provision prior to the amendment.

finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the settlement and recognizes the significant value accorded to Plaintiff and each Aggrieved Employee.

6. The Amended Notice of PAGA settlement attached to the First Amendment (2nd Jones Decl., Ex 2. (ROA No. 85), fairly and adequately describes the Action, the terms of the Settlement, and is the best notice practicable under the circumstances. The Administrator shall also include a certified Spanish translation of the Amended Notice of PAGA Settlement to the Aggrieved Employees.

7. The Court further orders, adjudges, and decrees the following release of claims upon Defendant's full funding of the Gross Settlement Amount:

(a) Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all PAGA claims, transactions or occurrences prior to the date of this Settlement, known or unknown, including, but not limited to: all PAGA claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or the PAGA Notice ("Plaintiff's Release"). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. In addition, Plaintiff is concurrently entering a separate settlement agreement for her individual employment claims pursuant to which she is providing a general release of claims against the Released Parties.

(b) Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

1 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that
2 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
3 Operative Complaint, and the PAGA Notice, including, but not limited to any and all claims arising
4 out of or relating to any alleged misclassification of employees as independent contractors, failure to
5 maintain accurate records, failure to pay minimum wages and overtime, failure to provide compliant
6 meal and rest periods, failure to provide meal and rest periods, failure to reimburse business
7 expenses, failure to provide sick pay, failure to timely pay wages during employment and upon
8 separation of employment, and failure to provide accurate wage statements.

9 (c) Release by PAGA Counsel. PAGA Counsel release on behalf of their present and
10 former attorneys, employees, agents, successors and assigns the Released Parties from all claims
11 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts
12 stated in the Operative Complaint and the PAGA Notice.

13 8. The Court approves the Gross Settlement Amount (\$600,000.00), as well as the
14 components of the Gross Settlement Amount, including the Individual PAGA Payments
15 (\$96,323.21) and the LWDA PAGA Payment (\$288,969.64), including the methodology for
16 calculating these amounts.

17 9. The Gross Settlement Amount will be fully funded in 18 monthly installments. The
18 first installment will be made within thirty days of the Effective Date of the Amended Agreement.

19 10. The Administrator shall distribute the Gross Settlement Amount via two
20 distributions. The First Distribution of the Gross Settlement Amount shall occur within 14 days of
21 the Administrator's receipt of 50% of the Gross Settlement Amount approximately 9 months after
22 the Effective Date. For the First Distribution, the Administrator shall disburse 50% of the
23 following required payments: the Individual PAGA Payments, the LWDA PAGA Payment, the
24 Administration Expense Payment, the PAGA Counsel Fee Payment and the PAGA Counsel
25 Litigation Expense Payment.

26 11. The Second Distribution of the Gross Settlement Amount shall occur within 14
27 days of the Administrator's receipt of 100% of the Gross Settlement Amount approximately 18
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1 months after the Effective Date. For the Second Distribution, he Administrator shall disburse the
2 remaining 50% of the following require payments: the Individual PAGA Payments the LWDA
3 PAGA Payment, the Administration Expense Payment, the PAGA Counsel Fee Payment and the
4 PAGA Counsel Litigation Expense Payment.

5 12. The Court approves Simpluris as the Administrator and approves its costs and fees
6 not to exceed \$5,000.00.

7 13. The Court approves the PAGA Counsel Fees Payment of \$199,980.00, including
8 \$133,326.67 to Blake Jones Law PC and \$66,653.33 to the Work Justice Firm. The Court
9 approves PAGA Counsel Litigation Expense Payment of \$9,727.15 with shall be payable to Blake
10 Jones Law, PC.

11 14. The checks for the Individual PAGA Payments shall be negotiable for 180 days
12 after they are issued. Any funds remaining from uncashed checks for the Individual PAGA
13 Payments shall be disbursed to the California Controller's Unclaimed Property Fund in the name
14 of the respective Aggrieved Employees.

15 15. The Administrator shall administer the Amended Agreement pursuant to its terms.

16 16. The Court retains jurisdiction over this Action pursuant to Code of Civil Procedure
17 section 664.6 and California Rules of Court, Rule 3.769(h) for the purposes of supervising,
18 administering, interpreting and enforcing the Agreement.

19 17. Plaintiff shall submit a copy of this Order to the LWDA within 10 days of the date
20 of this Order.

21 18. The Amended Agreement is not an admission by Defendant or Released Parties
22 defined above, nor is this Order a finding of the validity of any allegations or of any wrongdoing
23 by Defendant or Released Parties. Neither this Order, the Settlement, nor any document referred to
24 herein, nor any action taken to carry out the Amended Agreement, may be construed as, or may be
25 used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
26 against Defendant or Released Parties.

27 19. A Final Accounting Hearing is scheduled for April 8, 2027, at 2:00 p.m. in Dept.
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1 CX102. Plaintiff's counsel must submit a final report regarding distribution of the settlement
2 funds at least 14 calendar days prior to the hearing regarding the status of the settlement
3 administration. The final report must include all information necessary for the Court to determine
4 the total amount actually paid to the Aggrieved Employees and any uncashed funds remitted to the
5 State Controller's Office Unclaimed Property Fund. If the uncashed funds are not fully distributed
6 by the report deadline, counsel must request a continuance of the Final Accounting hearing.

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8 Dated: September 10, 2025



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10 Hon. Layne H. Melzer
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