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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

DANIEL THOMAS ATALIG HOCOG and
ALFRED ESTRADA SANTOS JR.,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

SERVICE MANAGEMENT SYSTEMS, INC., a
Tennessee corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: C23-02424

Assigned for all purposes to:
Hon. Benjamin T. Reyes II
Dept. 16

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

Final Approval Hearing:

Date: August 12, 2026

Time: 9:00 a.m.

Dept.: 16

Action Filed: September 26, 2023

FAC Filed: August 26, 2025

1 Plaintiffs Daniel Thomas Atalig Hocog and Alfred Estrada Santos Jr. (collectively
2 “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement came before this
3 Court on August 12, 2026, at 9:00 a.m., in Department 16 of the Superior Court of California,
4 County of Contra Costa, located at 725 Court Street, Martinez, California 94553. Plaintiff now
5 seeks an order granting final approval of the Settlement Agreement (“Settlement” or “Settlement
6 Agreement”) between Plaintiff and Defendant Service Management Services, Inc.
7 (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”), a copy of which is attached
8 to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for Preliminary Approval
9 of Class Action and PAGA Settlement as **Exhibit A**. On March 5, 2026, this Court issued an
10 Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
11 Settlement (“Preliminary Approval Order”). In accordance with the Preliminary Approval
12 Order, Class Members have been given notice of the terms of the Settlement and the opportunity
13 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 March 5, 2026, 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 Parties,
21 including all Settlement Class Members.

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

24 all current and former non-exempt employees employed by Defendant in
25 California during the Class Period (or if any such person is incompetent,
26 deceased or unavailable due to military service, the person’s legal
27 representative or successor in interest evidenced by reasonable
28 verification). The Settlement Class Members shall not include any person
 who submits a timely and valid request for exclusion

 3. “Class Period” means the period from April 1, 2019 to April 1, 2025.

1 4. The Court appoints Plaintiffs Daniel Thomas Atalig Hocog and Alfred Estrada
2 Santos Jr. as Class Representative for settlement purposes only.

3 5. The Court appoints John G. Yslas, Jeffrey C. Bils, Mohamed Bholat, and Lucy H.
4 Nguyen of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

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

11 7. No Class Members objected to the Settlement.

12 8. No Class Members requested exclusion from the Settlement.

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

18 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
19 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

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

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

1 Labor Code § 2699(s).

2 13. No later than thirty (30) days following the Effective Date as defined in the
3 Settlement Agreement, Defendant will transfer the Gross Settlement Amount of \$265,000.00 to
4 the Settlement Administrator.

5 14. Within fourteen (14) days after Defendant fully funds the GSA and the Effective
6 Date has passed, the Administrator will mail checks for all Individual Class Payments, all
7 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
10 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
11 precede disbursement of Individual Class Payments and Individual PAGA Payments.

12 15. The “Effective Date” is defined as the date on which the Court’s Judgment becomes
13 final. The Court’s Judgment shall become final when all of the following events have occurred: (a)
14 The Stipulation has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (b) The
15 Court has given preliminary approval to the settlement; (c) The Court has held a Final Settlement
16 Approval Hearing and has entered a Final Approval Order and Judgment, and approving the
17 Stipulation; (d) In the event that objections are presented at the Final Settlement Approval Hearing
18 either in writing or through personal attendance, upon the later of: (i) The date of final affirmance
19 on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and,
20 if review is granted, the date of final affirmance of the Judgment following review; or (ii) The date
21 of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to
22 review the Judgment; or (iii) If no appeal is filed, the expiration date for filing any appeal from the
23 Judgment; (e) In the event that no objections are presented at or before the Final Settlement
24 Approval Hearing, or that any filed written objections are withdrawn prior to the Final Settlement
25 Approval Hearing, the Court’s Judgment shall become final when the conditions set forth in
26 subparagraphs (a) through (c) of this paragraph, hereinabove, have been fulfilled.

27 16. In addition to any recovery Plaintiffs may receive under the Settlement, and in
28 recognition of Plaintiffs’ efforts on behalf of the Settlement Class, the Court hereby approves

1 payment from the Gross Settlement Amount Class Representative Service Payments to Plaintiffs
2 Daniel Thomas Atalig Hocog and Alfred Estrada Santos Jr. in the amount of \$5,000.00 each
3 (\$10,000.00 total).

4 17. The Court approves payment from the Gross Settlement Amount for civil penalties
5 under PAGA in the amount of \$40,000.00 with the LWDA to receive 75% (\$30,000.00), and the
6 remaining 25% (\$10,000.00) to be distributed to Aggrieved Employees, defined all current and
7 former non-exempt employees of Defendant employed in California from November 15, 2022 to
8 April 1, 2025. The Court finds and determines that such payment is fair, reasonable, and
9 appropriate.

10 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
11 to Class Counsel in the amount of \$83,333.33, and the reimbursement of litigation costs in the
12 amount \$20,000.00. Both are reasonable amounts. The reasonableness of the fee award is
13 determined based on a reasonable percentage of the common fund obtained for the Class. The
14 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
15 efficient litigation practices and reflects the actual benefit obtained for the Class.

16 19. The Court approves payment from the Gross Settlement Amount for settlement
17 administration services in the amount of \$8,800.00 to the Settlement Administrator, Apex Class
18 Action Administration.

19 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
20 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
21 Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator
22 will distribute the funds represented by the check to the California State Controller's Office,
23 Unclaimed Property Division, in the name of the Class Member.

24 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
25 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
26 Class Members, and Class Counsel will release claims against all Released Parties as follows:

27 (a) Released Class Claims: "Plaintiffs and Participating Class Members
28 release the Released Parties from: All causes of action and factual or legal theories that were

1 alleged in the operative Class Action complaint or reasonably could have been alleged based on
2 the facts and legal theories contained in the operative Class Action complaint, including the
3 claims at issue in the Amended Complaint, including all of the following claims for relief: (a)
4 failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (b)
5 failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (c)
6 failure to pay wages due, including but not limited to minimum wages, straight-time wages,
7 overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting
8 time wages, split differentials, and bonuses; (d) failure to reimburse for all necessary
9 expenditures or losses, including without limitation cleaning supplies, tools, personal cell phone
10 expenses, and mileage; (e) failure to pay all wages timely at the time of termination and/or
11 during employment; (f) failure to provide complete, accurate or properly formatted wage
12 statements, including but not limited to failure to provide information pertaining to sick pay
13 balances, amount of sick pay available for use, and/or payments on wage statements; (g) failure
14 to maintain accurate records of hours worked and meal periods; (h) failure to produce requested
15 employment records; (i) unfair business practices that could have been premised on the claims,
16 causes of action or legal theories of relief described above or any of the claims, causes of action
17 or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties
18 under the wage and hour laws pleaded in the Class Action; and (k) all damages, penalties,
19 interest and other amounts recoverable under said claims, causes of action or legal theories of
20 relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits
21 of the Class Period. The res judicata effect of the Judgment will be the same as that of the
22 Release. Defendant shall be entitled to a release of Released Claims which occurred during the
23 Class Period only during such time that the Settlement Class Member was classified as non-
24 exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful
25 termination, unemployment insurance, disability, social security, workers’ compensation,
26 claims while classified as exempt, and claims outside of the Class Period.”

27 (b) Released PAGA Claims: “Plaintiffs, PAGA Group Members, and the State
28 of California will release the Released Parties from the following claims for civil penalties

1 during the PAGA Period: All causes of action and factual or legal theories that were alleged or
2 reasonably could have been alleged in the operative PAGA Action complaint and/or PAGA
3 notice letter, including all claims for PAGA penalties under the California Labor Code Private
4 Attorneys General Act of 2004 that could have been premised on the claims, causes of action
5 or legal theories described in the operative PAGA Action complaint and/or PAGA notice letter,
6 including the claims that are at issue in the Amended Complaint, including all of the following
7 claims for relief: (a) failure to provide proper meal periods, and to properly provide premium
8 pay in lieu thereof; (b) failure to provide proper rest periods, and to properly provide premium
9 pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages,
10 straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period
11 premiums, reporting time wages, split differentials, and bonuses; (d) failure to reimburse for all
12 necessary expenditures or losses, including without limitation cleaning supplies, tools, personal
13 cell phone expenses, and mileage; (e) failure to pay all wages timely at the time of termination
14 and/or during employment; (f) failure to provide complete, accurate or properly formatted wage
15 statements, including but not limited to failure to provide information pertaining to sick pay
16 balances, amount of sick pay available for use, and/or payments on wage statements; (g) failure
17 to maintain accurate records of hours worked and meal periods; and (h) failure to produce
18 requested employment records (collectively, the “PAGA Released Claims”). The period of the
19 Release shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment
20 will be the same as that of the Release.”

21 22. “Released Parties” means Defendant and all of Defendant’s current or former parent
22 companies, subsidiary companies, and/or related companies, partnerships, joint ventures, affiliates,
23 divisions, and/or staffing agencies and, with respect to each of them, all of their and/or such related
24 entities’ predecessors and successors, and, with respect to each such entity, all of its past, present,
25 and/or future, direct and/or indirect, employees, officers, partners, principals, directors, members,
26 shareholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee
27 benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs),
28 investors, and any other persons acting by, through, under, or in concert with any of the persons or

1 entities listed in this subsection, and their successors.

2 23. The Parties and Administrator are hereby ordered to comply with the terms of the
3 Settlement.

4 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
5 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
6 Approval of Class Action and PAGA Settlement.

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

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

18 27. A Settlement Compliance Hearing is set for _____, at _____ a.m/p.m. or a
19 date and time soon thereafter more convenient for the Court: _____, at
20 _____ a.m./p.m. in Department 16 of the above-captioned Court.

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

25 **IT IS SO ORDERED.**

26 Dated: _____

27 **HONORABLE BENJAMIN T REYES II**
28 **JUDGE OF THE SUPERIOR COURT**