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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

JORGE SOLIS FLORES, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

S. MARTINELLI & COMPANY, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV01510

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

[Assigned for All Purposes to Hon. Timothy
Schmal in Department 10]

Date: October 23, 2025
Time: 8:30 a.m.
Dept.: 10

1 Plaintiff and Class Representative JORGE SOLIS FLORES (“Plaintiff” or “Class
2 Representative”), and the settling Defendant S. MARTINELLI & COMPANY. (“Defendant”)
3 (Plaintiff and Defendant are collectively referred to as “Parties”) have entered into the Class
4 Action and Private Attorney General Act (Labor Code § 2698, *et seq.*) Settlement Agreement
5 (“Settlement Agreement”) to settle the above-captioned class action subject to the Court’s
6 approval (the “Settlement”).

7 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
8 Action Settlement, including approval of a Service Payment for the Class Representative and
9 Class Counsel’s Application for the Class Counsel Award. The Court has read, heard, and
10 considered all the pleadings and documents submitted, and the presentations made in connection
11 with the Motion which came on for hearing on October 23, 2025.

12 **I. BACKGROUND**

13 **A. Class Members**

14 The “Class” or “Class Members” are defined as “a person employed by Defendant in
15 California as a non-exempt, hourly employee during the Class Period (May 22, 2020 through
16 March 31, 2025).”

17 **B. Operation of the Settlement.**

18 Pursuant to the Preliminary Approval Order dated June 26, 2025, this Court conditionally
19 certified the Class and granted preliminary approval to the Settlement. The Preliminary
20 Approval Order also approved of the proposed class notice. The Court entered the Preliminary
21 Approval Order after review and consideration of all the pleadings filed in connection herewith.

22 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
23 Class Members via first class mail. Furthermore, follow-up mailings were performed for
24 returned mail. The notice process was timely completed.

25 This Court finds that the Settlement appears to be the product of serious, informed, non-
26 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
27 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
28 pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the

1 Settlement is fair, reasonable and adequate, that due and adequate notice was provided to Class
2 Members, and that Plaintiff has satisfied the standards for final approval of a class action
3 settlement under California law. Under the provisions of California *Code of Civil Procedure*
4 section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
5 court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to
6 certify a class where:

7 [Q]uestions of law or fact common to the members of the class
8 predominate over any questions affecting only individual
9 members, and that a class action is superior to the available
10 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

11 Certification of a settlement class is the appropriate judicial device under these circumstances.

12 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
13 FOLLOWS:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement Agreement filed in this case.

16 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
17 Representative, the Class, and Defendant.

18 3. The motion seeking final approval of the settlement is granted. Final Judgement
19 shall be entered pursuant to the Settlement Agreement.

20 4. Solely for purposes of effectuating the Settlement this Court has certified the
21 Class as “a person employed by Defendant in California as a non-exempt, hourly employee
22 during the Class Period (May 22, 2020 through March 31, 2025).” Five Hundred Twenty-Two
23 (522) Class Members were provided notice of the Settlement of which, one (1) has opted out and
24 therefore the number of Class Members is comprised of 521 unique individuals. The Court
25 deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

26 5. The Settlement is not an admission by Defendant. Nor is this Judgment a finding
27 of the validity or of any wrongdoing by Defendant. Neither this Judgement, nor the Settlement,
28 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be

1 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
2 of the Defendant.

3 6. The Court finds that the dissemination of the Class Notice constituted the best
4 notice practicable under the circumstances to all Persons within the definition of the Class, and
5 fully met the requirements of California law.

6 7. The Court approves the Settlement of the above-captioned action, as set forth in
7 the Settlement Agreement, and the releases and other terms set forth therein, as fair, just,
8 reasonable, and adequate. The Parties are directed to perform in accordance with the terms set
9 forth in the Settlement Agreement.

10 8. With respect to the Class and for purposes of approving the Settlement only and
11 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
12 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
13 questions of law or fact common to the Class, and there is a well-defined community of interest
14 among Class Members with respect to the subject matter of the claims in the litigation; (c) the
15 claims of Class Representative are typical of the claims of the members of the Class; (d) the
16 Class Representative has fairly and adequately protected the interests of the members of the
17 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
18 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
19 qualified to serve as counsel for the Plaintiff in his individual and representative capacities and
20 for the Class.

21 9. Upon the Effective Date, the Class Representative shall have, by operation of this
22 Judgment, fully, finally and forever generally released, relinquished, and discharged Defendant
23 and the Released Parties as set forth in the Settlement Agreement.

24 10. Upon the Effective Date, Settlement Class Members shall have, by operation of
25 this Judgment, fully, finally and forever released, relinquished, and discharged Defendant and the
26 Released Parties from all of the Released Claims as defined in the Settlement Agreement.

27 11. Except as otherwise provided in the Settlement Agreement and approved by this
28 Court, the Parties are to bear their own costs and attorneys' fees.

1 12. The Court approves the Individual Settlement Payment amounts to Settlement
2 Class Members, which shall be distributed pursuant to the terms of the Settlement Agreement.

3 13. Defendant shall fund the Gross Settlement Amount of \$1,650,000.00 and amounts
4 necessary to fully pay Defendant's share of payroll taxes no later than 30 days after entry of this
5 Order and Judgment. The Gross Settlement Amount includes (a) all Individuals Settlement
6 Payments; (b) the Class Counsel Award of fees in the amount of \$577,500.00 and reimbursement
7 of costs in the amount of \$21,267.07; (b) the Class Representative Service Payment in the
8 amount \$10,000.00; (c) the sum of \$60,000.00 to be paid to the LWDA for PAGA Penalties
9 (which represents the LWDA's 75% share of the \$80,000.00 in PAGA Penalties paid); and (d)
10 \$11,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, for
11 Administrative Costs. The Court finds that these amounts are fair and reasonable. Defendant is
12 directed to pay the Gross Settlement Amount in accordance with the terms of the Settlement
13 Agreement, and the Settlement Administrator is directed to distribute the funds in accordance
14 with the Settlement Agreement.

15 14. Accordingly, the Court hereby enters Final Judgment in this case in accordance
16 with the terms of the Settlement, Preliminary Approval Order, and this Order. In the event that
17 the settlement does not become effective in accordance with the terms of the settlement, then the
18 Judgment shall be rendered null and void to the extent provided by and in accordance with the
19 Settlement Agreement and shall be vacated. Without affecting the finality of the Settlement or
20 Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action
21 and the Parties, including all Class Members, for purposes of enforcing and interpreting this
22 Order and the Settlement.

23 IT IS SO ORDERED AND ADJUDGED.

24
25
26 DATED: _____

Honorable Timothy Schmal
Judge of the Superior Court