

Karen I. Gold (State Bar No. 259031)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jasmine Y. Kianfard (State Bar No. 349975)
jkianfard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Juan Campos-Ledezma and Hector Sanchez and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

JUAN CAMPOS-LEDEZMA, individually and
on behalf of others similarly situated, &
HECTOR SANCHEZ, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to PAGA,

Plaintiff,

vs.

INSTITUTE FOR ENVIRONMENTAL
HEALTH, INC., a Washington Corporation; and
DOES 1 through 25, inclusive,

Defendants

Case No. CV-23-006693

Honorable Stacy P. Speiller
Department 22

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: April 30, 2026
Time: 8:30 a.m.
Dept.: 22

Complaint Filed: November 14, 2023
FAC Filed: February 4, 2025
Trial Date: Not Set

1 Plaintiffs Juan Campos-Ledezma's and Hector Sanchez's (together, "Plaintiffs") Motion for
2 Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement
3 Payments, and Settlement Administration Costs came before this Court on **April 30, 2026 at 8:30**
4 **a.m.** before the Honorable Stacy P. Speiller in Department 22 of the above-captioned Court located at
5 1010 10th Street, Sixth Floor, Modesto, California 95354.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 "Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement
10 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
11 (Jasmine Y. Kianfard), the Class Representatives (Juan Campos-Ledezma and Hector Sanchez), and
12 the Settlement Administrator (Chantal Soto-Najera on behalf of CPT Group, Inc.), and the evidence
13 and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
14 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
15 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiffs and Defendant Institute of Environmental Health, Inc. ("Defendant") (collectively, with
18 Plaintiffs, the "Parties"), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period."

22 3. The "Class Period" is defined as the period from November 14, 2019 through January
23 15, 2025.

24 4. The Court appoints Plaintiffs Juan Campos-Ledezma and Hector Sanchez as the Class
25 Representatives for settlement purposes only.

26 5. The Court appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood,
27 Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as Class Counsel for settlement
28 purposes only.

1 6. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 8. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 9. The Court finds that Salvador Tapia Robles has validly and timely opted out of the
20 Class Settlement and no Settlement Class Members have objected to the Class Settlement.

21 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
22 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
23 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amounts of Seven
24 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00).

25 11. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$411,744.20 and reimbursement of actual litigation costs and expenses
27 to Class Counsel in the sum of \$21,703.31. The attorneys’ fees and reimbursement of litigation costs
28 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is

determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$12,000.00 to CPT Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$75,000.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that within fifteen (15) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount, less the Prior Paid Amount, into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, less the Prior Paid Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

16. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the Class Period, which specifically includes but is not limited to claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal

1 and rest periods and associated premium payments, timely pay wages during employment and upon
2 termination, provide accurate wage statements, and reimburse necessary business-related expenses
3 and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5,
4 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432,
5 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
6 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable
7 Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections
8 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section
9 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations,
10 damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above
11 (collectively, “Released Class Claims”).

12 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
13 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
14 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
15 Released Parties of any and all claims arising from any of the factual allegations in the Operative
16 Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private
17 Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically
18 includes but is not limited to claims for Defendant’s alleged failure to pay overtime and minimum
19 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
20 during employment and upon termination, provide compliant wage statements, maintain complete and
21 accurate payroll records, and reimburse necessary business-related expenses and/or violation(s) of
22 California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.5, 218.6, 221, 222,
23 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510,
24 512, 558, 558.1, 1024.5, 1102.5, 11744, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
25 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, and the applicable Industrial Welfare
26 Commission Wage Order(s) (collectively, “Released PAGA Claims”).

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1 19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
2 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
3 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
4 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or
5 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
6 asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation
7 of employment with Defendant, which Plaintiffs, at any time up until the execution of the Settlement
8 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
9 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
10 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
11 Any and all rights granted under any state or federal law or regulation limiting the effect of the
12 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
13 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
17 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

18 20. "Released Parties" means Defendant and its affiliates, parents, and each of their
19 company-sponsored employee benefit plans, and their respective successors and predecessors in
20 interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and
21 agents, and each of their past, present and future officers, directors, shareholders, employees, agents,
22 principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

23 21. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
25 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 Settlement and the determination of all controversies relating thereto.

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1 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 23. A Compliance Hearing is set for _____ at _____
5 in Department 22 of this Court located at 1010 10th Street, Sixth Floor, Modesto, California 95354.
6 The Settlement Administrator shall file a Final Report by _____.

7 **IT IS SO ORDERED.**

8 Dated: _____

Honorable Stacy P. Speiller