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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SAMUEL A. FLOREZ, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

COLLETTA CARPET CLEANING AND
JANITORIAL SERVICE, INC., a
California corporation; SERVPRO
INDUSTRIES, LLC, a Nevada limited
liability company; and DOES 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Case No.: 37-2023-00025666-CU-OE-CTL

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE
SERVICE AWARD**

Final Approval Hearing:

Date: August 22, 2025

Time: 9:30 a.m.

Dept: C-60

Honorable Matthew C. Braner

Department C-60

Action filed: June 6, 2023

Trial date: None Set

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement and Release (“Settlement Agreement”), attached to the Declaration of Gregg Lander in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and filed with this Court on April 1, 2025. On August 22, 2025, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s May 12, 2025, Order After Hearing on Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary Approval Order”). Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. The Settlement Class means “all persons employed by Defendant Colletta in California and classified as a non-exempt employee, who worked for Defendants during the Class Period (defined as December 9, 2018, through May 12, 2025).”

5. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon and was the best notice practicable under the circumstances; was

1 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
2 State of California, the United States Constitution, due process, and other applicable law. The
3 Class Notice fairly and adequately described the Settlement and provided Class Members
4 adequate instructions and a variety of means to obtain additional information; provided Class
5 Members with a full opportunity and the means to seek exclusion; and described to Class
6 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
7 full opportunity has been afforded to the Class Members to participate in the Final Approval
8 Hearing, and all Class Members and other persons wishing to be heard have been heard.
9 Accordingly, the Court determines that all Class Members are bound by this Order and
10 Judgment. There are zero objections and opt outs to the class portion of the Settlement.

11 6. The Court has considered all relevant factors for determining the fairness of the
12 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
13 particular, the Court finds that the Settlement was reached following meaningful discovery and
14 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
15 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
16 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
17 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
18 case; the risk, expense, and complexity of the claims presented; the likely duration of further
19 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
20 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
21 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
22 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
23 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
24 provisions of the Settlement Agreement.

25 7. The Court hereby approves the Net Settlement Amount of \$588,519.14.

26 8. The Court hereby approves attorneys' fees to Class Counsel in the amount of
27 \$330,333.00 as compensation for all attorney time spent on this matter from inception through
28 and including the final Settlement Fairness Hearing and all other work related to this case and all

costs. The Court hereby approves reimbursement of costs of \$21,993.86 to Class Counsel.

Payment of costs to the Settlement Administrator in the amount of \$15,154.00 is hereby approved as fair and reasonable. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

9. The Court hereby approves Class Representative Service Award in the amount of \$15,000.00 to Plaintiff Samuel A. Florez in consideration and exchange for his contributions to the Class, risks incurred, execution of a general release, and all other factors presented to the Court. The Court finds this request fair and reasonable.

10. The Court hereby approves the allocation of \$20,000.00 to the settlement of the PAGA claims, with \$13,000.00 payable to the Labor Workforce Development Agency (“LWDA”), as this request is fair and reasonable.

11. Upon entry of Judgment by the Court in accordance with the Settlement Agreement,

- a. Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims involving any alleged: (1) Failure To Pay All Wages Due To Illegal Rounding; (2) Failure To Pay All Overtime Wages; (3) Failure To Pay All Overtime Wages At The Legal Overtime Pay Rate; (4) Failure To Pay Reporting Time Pay; (5) Failure To Provide All Meal Periods; (6) Failure to Authorize and Permit All Paid Third Rest Periods; (7) Failure to Fully Reimburse Work Expenses; (8) Derivative Violations of Labor Code §§ 201-202; (9) Independent violations of Labor Code §§ 201-202; (10) Unfair Business Practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,

social security, workers' compensation or claims based on facts occurring outside the Class Period; and

- b. Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including any and all claims involving any alleged: (1) Failure To Pay All Wages Due To Illegal Rounding; (2) Failure To Pay All Overtime Wages; (3) Failure To Pay All Overtime Wages At The Legal Overtime Pay Rate; (4) Failure To Pay Reporting Time Pay; (5) Failure To Provide All Meal Periods; (6) Failure to Authorize and Permit All Paid Third Rest Periods; (7) Failure to Fully Reimburse Work Expenses; (8) Derivative Violations of Labor Code §§ 201-202; and (9) Independent violations of Labor Code §§ 201-202.

12. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendants, or its former and present directors, officers, shareholders, owners, members, agents, principals, attorneys, accountants, auditors, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates, if any, with respect to any of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

13. Neither Defendants nor any related persons or entities shall have any further

1 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
2 except as provided in the Settlement Agreement.

3 14. By operation of the entry of this Order, as of the Effective Date, the parties are
4 ordered to perform their respective duties and obligations under the Settlement Agreement.

5 15. The date for the Final Report (Nonappearance) Hearing is _____,
6 2025. The deadline for the filing of a report concerning the amount of money distributed is
7 _____, 2025.

8 **JUDGMENT**

9 In accordance with, and for the reasons stated in the Final Approval Order, judgment
10 shall be entered whereby Plaintiff Samuel A. Florez, and all Settlement Class Members shall take
11 nothing from Defendants, except as expressly set forth in the Settlement Agreement.

12 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
13 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
14 action, the Plaintiff Samuel A. Florez, Class Members, and Defendants, for the purposes of:

15 (a) supervising the implementation, enforcement, construction, and interpretation of
16 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
17 the Final Approval Order, and the Judgment; and

18 (b) supervising distribution of amounts paid under this Settlement.

19
20 **IT IS SO ORDERED.**

21 Dated: _____, 2025

22 _____
23 Honorable Matthew C. Braner
24 Judge of the Superior Court
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