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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

JANET DUENAS and ALEJANDRA
MARTINEZ, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee and
Private Attorney General; and WALTER
RIOS, individually, and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

vs.

FIRST QUALITY PAINTING, INC., a
California corporation.; and DOES 1 through
100, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

OCT 21 2025

JY

JESENIA GARCIA, DEPUTY

Case No.: CIVSB2121824 (Class Action)
Consolidated with Case No. CIVSB2126998
(PAGA Action)

*Assigned for All Purposes to: Hon. Joseph B.
Widman, Department S36*

CLASS ACTION

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

Hearing Date: October 21, 2025
Hearing Time: 9:00 a.m.
Department: S36

Complaint Filed: July 27, 2021
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on October 21, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiffs Janet Duenas, Alejandra Martinez and Walter Rios’
12 (“Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. Consistent with the definitions provided in the Settlement Agreement, the term
15 “Class” and “Class Members” shall mean the following: “all current and former hourly-paid, non-
16 exempt employees of Defendant First Quality Painting, Inc., who were employed by Defendant
17 First Quality Painting, Inc. in the State of California at any time between July 27, 2017, and
18 December 2, 2024.” The term “Participating Class Member” includes all Class Members who did
19 not submit a timely and valid Request for Exclusion as provided in the Agreement.

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 “PAGA Members” shall mean the following: “all current and former hourly-paid, non-exempt
22 employees of Defendant First Quality Painting, Inc., who were employed by Defendant First
23 Quality Painting, Inc. in the State of California at any time between July 27, 2020, and December
24 2, 2024.”

25 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
26 to this Action, including all Class Members and PAGA Members.

27 6. Distribution of the Class Notice directed to the Class Members as set forth in the
28 Agreement and the other matters set forth therein has been completed in conformity with the

1 Preliminary Approval Order, including individual notice to all Class Members who could be
2 identified through reasonable effort, and the best notice practicable under the circumstances. The
3 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
5 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
6 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
7 within the Settlement and this Final Order.

8 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
9 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
10 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
11 standards and applicable requirements for final approval of this class action settlement under
12 California law, including the provisions of California Code of Civil Procedure section 382 and
13 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
14 *Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court hereby confirms Protection Law Group, LLP, and Lawyers for Justice,
16 P.C. as Class Counsel.

17 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
18 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
19 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
20 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
21 the Parties have conducted extensive and sufficient investigation and research, and counsel for the
22 Parties are able to reasonably evaluate their respective positions. The Court also finds that
23 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
24 that would be presented by the further prosecution of the Action. The Court has reviewed the
25 benefits that are being granted as part of the Settlement and recognizes the significant value to the
26 Class Members. The Court also finds that the Class is properly certified as a class for settlement
27 purposes only.

28 10. Upon the complete funding of the Gross Settlement Amount and all applicable

1 employer-side payroll taxes by Defendant, Plaintiffs and all Participating Class Members, shall
2 fully release and discharge Defendant First Quality and Painting, Inc., and its past, present and/or
3 future officers, directors, members, managers, employees, agents, representatives, attorneys,
4 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
5 affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”)
6 from any and all claims, rights, demands, liabilities and causes of actions that are alleged, or that
7 reasonably could have been alleged, based on the facts asserted in the operative complaint in the
8 Action including the following claims: (i) failure to pay all regular wages, minimum wages and
9 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
10 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
11 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
12 wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during
13 employment ;(viii) unfair business practices that could have been premised on the facts pled in the
14 operative complaint; and (ix) failure to maintain required payroll records (“Released Class
15 Claims”). This release shall apply to claims arising during the Class Period.

16 11. Upon the complete funding of the Gross Settlement Amount and all applicable
17 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
18 Agency and the State of California, through Plaintiffs as its agent and/or proxy, shall release and
19 discharge the Released Parties from all claims for civil penalties under the California Labor Code
20 Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in
21 the PAGA Notice provided to the LWDA and in the operative complaint (“Released PAGA
22 Claims”).

23 12. Additionally, upon the complete funding of the Gross Settlement Amount,
24 Plaintiffs Janet Duenas, Alejandra Martinez and Walter Rios—on behalf of themselves only—
25 shall fully release the Released Parties from any and all Released Class Claims and Released
26 PAGA Claims and also generally release and discharge the Released Parties from any and all
27 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
28 or could have been asserted against the Released Parties arising out of or relating to their

1 employment by Defendant or termination thereof, including but not limited to claims for wages,
2 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
3 of employment. This release specifically includes any and all claims, demands, obligations and/or
4 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
5 provided by the Settlement Agreement) relating to or in any way connected with the matters
6 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
7 particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by
8 California Civil Code Section 1542, which provides:

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

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Section 132(a) and 4553).

18 13. No Class Member, requested to be excluded from the terms of the Settlement. The
19 last date to timely submit a request for exclusion was August 29, 2025. Accordingly, all 857
20 Participating Class Members are included and bound by this Order and Judgment..

21 14. The Court also hereby finds that there were no written objections to the Settlement.
22 The last day to submit a written objection to the settlement was August 29, 2025. The Court also
23 notes there were no objections made at the hearing on Final Approval of the Settlement.

24 15. The Court finds the settlement payments provided for under the Agreement to be
25 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
26 the Court orders Defendant First Quality Painting, Inc. to fund and deposit the Gross Settlement
27 Amount in twenty-four (24) monthly installments of \$6,250.00 each, according to the terms of the
28 Settlement Agreement as follows: (1) Within twenty (20) calendar days of Preliminary Approval,
the Parties will contact the Settlement Administrator and have the Settlement Administrator
establish a Qualified Settlement Fund ("QSF"). Following Preliminary Approval, Defendant will

1 fund the Gross Settlement Amount through a series of twenty-four (24) monthly installments of
2 \$6,250.00 each. (2) Each installment shall be deposited with the Settlement Administrator on the
3 first business day of each month. Defendant shall also be required to fund all necessary employer
4 side payroll taxes at the same time as the final deposit of the Gross Settlement Amount.

5 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
6 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
7 of \$30,000.00 (20% of the Gross Settlement Amount) and litigation costs in the amount of
8 \$33,551.0 from the Gross Settlement Amount as final payment for and complete satisfaction of
9 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
10 person or entity related to the Action. The Court further orders that the award of attorneys' fees
11 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

12 17. The Court hereby approves and orders a Class Representative Enhancement
13 Payment of \$5,000.00 to Plaintiff Janet Duenas from the Gross Settlement Amount in accordance
14 with the terms of the Settlement Agreement.

15 18. The Court hereby approves and orders a Class Representative Enhancement
16 Payment of \$1,500.00 to Plaintiff Alejandra Martinez from the Gross Settlement Amount in
17 accordance with the terms of the Settlement Agreement.

18 19. The Court hereby approves and orders a Class Representative Enhancement
19 Payment of \$1,500.00 to Plaintiff Walter Rios from the Gross Settlement Amount in accordance
20 with the terms of the Settlement Agreement.

21 20. The Court approves and orders the payment in the amount of \$5,625.00 (75% of
22 \$7,500.00) from the Gross Settlement Amount to the LWDA for penalties arising under the Private
23 Attorneys General Act of 2004 (PAGA). The remaining \$1,875.00 (25% of \$7,500) shall be
24 distributed to the PAGA Members as set forth in the Agreement.

25 21. The Court also hereby approves and orders payment from the Gross Settlement
26 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
27 ILYM Group, Inc., in the amount of \$9,000.00 as set forth Settlement Agreement.

1 22. The Court hereby approves and orders payment of individual settlement payments
2 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

3 23. The Court also hereby approves and orders that any checks distributed from the
4 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
5 days after being issued shall be void. All uncashed settlement checks shall be distributed to the
6 Home Aid Orange County, 17821 17th Street, Suite 120, Tustin, CA 92780, as set forth in the
7 Agreement.

8 24. Provided the Settlement becomes effective under the terms of the Agreement, the
9 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
10 payments, attorneys' fees and costs, plaintiff incentive payment, and settlement administration
11 costs is as set forth in the Agreement.

12 25. Neither the Settlement nor any of the terms set forth in the Agreement is an
13 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
14 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
15 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
16 specifically denies it has violated any federal, state, or local law; violated any regulations or
17 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
18 requirements; breached any contract; violated or breached any duty; engaged in any
19 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
20 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
21 nor any of the negotiations connected with it, shall be construed as an admission or concession by
22 Defendant of any such violations or failure to comply with any applicable law. Except as necessary
23 in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and
24 its terms and provisions shall not be offered or received as evidence in any action or proceeding to
25 establish any liability or admission on the part of Defendant or to establish the existence of any
26 condition constituting a violation of, or a non-compliance with, federal, state, local or other
27 applicable law.

26. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

27. Notice of this Judgment shall be provided by posting the Judgment to the Settlement Administrator's website located at <https://www.ilymgroup.com/FirstQualityPainting>. ILYM Group, Inc. shall post this Judgment on its website for a period of no less than 180 days.

28. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant to PAGA, Plaintiffs submitted to the LWDA a notice of the settlement enclosing a copy of the Settlement Agreement. The Court finds and determines that the notice of the settlement complied with the statutory requirements of PAGA. Plaintiffs shall file and serve formal notice of Entry of Judgment including notice to the LWDA.

29. A Final Report Hearing for a final accounting regarding the status of settlement administration is set for 3-10-2028, at 9AM ~~a.m./p.m.~~ in Department S36. Class Counsel shall submit a final report on the disbursement of the settlement payments on or before 2-11-28.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/21/25

HON. JOSEPH B. WIDMAN
JUDGE OF THE SUPERIOR COURT