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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JAN 28 2026

DAVID H. YAMASAKI, Clerk of the Court

BY M. NEVAREZ, DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 HECTOR MARTINEZ, individually and as an
14 aggrieved employee and Private Attorney
15 General,

16 Plaintiff,

17 vs.

18 SDP, INC.; COLLEGE WORKS ISM, INC.;
19 COLLEGE WORKS PAINTING, INC.;
20 CWPNC, INC.; EMPAUS, INC.; EMPCC, INC.;
21 EMPFL, LLC; EMPIE, INC. d.b.a. EMPIRE
22 WORKS RECONSTRUCTION AND
23 PAINTING, EMPIE, INC.; EMPJAX, LLC;
24 EMPNC, INC.; EMPPBI, LLC; EMPSD, INC.;
25 MJP EMPIRE, INC.; NATIONAL SERVICES
26 GROUP, INC.;

27 and DOES 1 through 50, inclusive Defendants.
28 California corporation; EMPIE, INC. d.b.a.
EMPIRE WORKS RECONSTRUCTION AND
PAINTING, a Nevada corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2021-01184079-CU-OE-CXC

~~PROPOSED~~ **FINAL ORDER AND
JUDGMENT**

Date: January 26, 2026
Time: 1:30 p.m.

Judge: Hon. David A. Hoffer
Dept.: CX103

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

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All current and
12 former hourly-paid or non-exempt employees by SDP, College Works ISM, Inc., College Works
13 Painting, Inc., CWPNC, Inc., EMPAUS, Inc., EMPCC, Inc., EMPFL, LLC, EMPIE, Inc. dba
14 Empire Works Reconstruction and Painting, EMPJAX, LLC, EMPLAX, Inc., EMPNLA, Inc.
15 EMPNC, Inc., EMPPBI, LLC, EMPSD, Inc., MJP Empire, Inc., Empire Community Painting
16 Management, Inc., and National Services Group, Inc. (“Defendants”) in the State of California at
17 any time from February 16, 2017, through August 22, 2025.” The term “Participating Class
18 Member” includes all Class Members who did not submit a timely and valid Request for Exclusion
19 as provided in the Settlement.

20 3. The term “PAGA Member” shall mean “All current and former hourly-paid non-
21 exempt employees of Defendants who were employed by Defendants in the State of California at
22 any time between February 9, 2020, and August 22, 2025.”

23 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
24 to this Action, including all Class Members.

25 5. Distribution of the Notice was directed to the Class Members as set forth in the
26 Agreement and the other matters set forth therein have been completed in conformity with the
27 Preliminary Approval Order, including individual notice to all Class Members who could be
28 identified through reasonable effort, and the best notice practicable under the circumstances. The

1 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
2 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
3 and the Notice fully satisfied the requirements of due process. All Class Members, all Released
4 Class Claims, and all Released PAGA Claims are covered by and included within the Settlement
5 and this Final Order.

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

13 7. The Court further finds that the Settlement is fair, adequate, and reasonable and that
14 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
15 action settlement under California law, including the provisions of California Code of Civil
16 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
17 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

18 8. The Court finds that the Settlement has been reached as a result of intensive, serious
19 and non-collusive arms-length negotiations. The Court further finds that the Parties have
20 conducted extensive investigation and research, and counsel for the Parties are able to reasonably
21 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
22 additional substantial costs, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
24 part of the Settlement and recognizes the significant value to the Class Members. The Court also
25 finds that the Class is properly certified as a class for settlement purposes only.

26 9. Upon the complete funding of the Gross Settlement Amount and all applicable
27 employer-side payroll taxes, Plaintiff and all Participating Class Members, shall release and
28 discharge the Released Parties from the Released Class Claims that arose during the Class Period

1 as set forth in the Agreement.

2 10. Upon the funding of the Gross Settlement Amount and all applicable employer-side
3 payroll taxes, Plaintiff, all PAGA Members, the LWDA, and the State of California shall be
4 deemed to have released and discharged the Released Parties from the Released PAGA Claims,
5 that arose during the PAGA Period, as set forth in the Agreement.

6 11. Additionally, upon the funding of the Gross Settlement Amount and all applicable
7 employer side payroll taxes, Plaintiff—on behalf of himself only—shall also generally release and
8 discharge the Released Parties as set forth in the Agreement.

9 12. No Class Member requested to be excluded from the settlement. Accordingly, all
10 Class Members are bound by this final order and Judgment. The last date to timely submit a
11 request for exclusion was December 29, 2025.

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

15 14. The Court finds the settlement payments provided for under the Agreement to be
16 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the
17 Court finds that Defendants have funded the Gross Settlement Amount of \$2,000,000.00 and
18 orders Defendants to fund all necessary employer-side payroll taxes on the wage portion of
19 employees individual settlement payments no later than upon the occurrence of the Effective Date.
20 The Gross Settlement Amount shall be used to provide payments for the Class/PAGA Members
21 Individual Settlement Payments, class representative incentive payment for Plaintiff, Class
22 Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties
23 to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698
24 et seq. The calculations and the payments shall be made administered in accordance with the terms
25 of the Agreement.

26 15. The Court hereby awards Class Counsel attorneys' fees in the amount of
27 \$600,000.00 (30% of the Gross Settlement Amount) and litigation costs in the amount of
28 \$35,000.00 from the Gross Settlement Amount as final payment for and complete satisfaction of

1 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
2 person or entity related to the Action. The Court further orders that the award of attorneys' fees
3 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

4 16. The Court hereby approves and orders a Class Representative Enhancement
5 Payment of \$5,000.00 to Plaintiff Hector Martinez from the Gross Settlement Amount.

6 17. The Court approves and orders the payment in the amount of \$75,000.00 (75% of
7 (\$100,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
8 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
9 remaining \$25,000.00 (25% of \$100,000.00) shall be distributed to the PAGA Members as set
10 forth in the Agreement.

11 18. The Court also hereby approves and orders payment from the Gross Settlement
12 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
13 ILYM Group, Inc. in the amount of \$26,450.00.

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

16 20. The Court also hereby approves and orders that any checks distributed from the
17 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
18 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
19 California State Controller's Office and held in trust for such Class Members pursuant to
20 California Unclaimed Property Law, Civil Code Section 1500 et seq.

21 21. Provided the Settlement becomes effective under the terms of the Agreement, the
22 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
23 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

24 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
25 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
26 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
27 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
28 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an

1 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing
2 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
3 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
4 an admission or concession with regard to the denials or defenses by Defendants, or any of the
5 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
6 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
7 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
8 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
9 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
10 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
11 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

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

19 24. Notice of this Judgment shall be provided by posting the Judgment to the Settlement
20 Administrator's website. ILYM Group, Inc. shall post this Judgment on its website for a period of
21 no less than 180 days.

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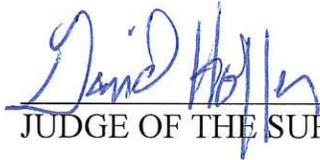
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1 25. A Final Accounting Hearing regarding the status of settlement distribution is set for
2 October 26, 2026, in Department CX-103. Class Counsel shall submit a final report on the
3 disbursement of the settlement payments at least 16 days in advance of the hearing.
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5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6 DATED: 1/28/26

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10 JUDGE OF THE SUPERIOR COURT
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