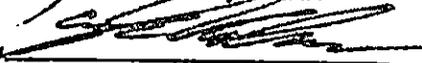


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Filed
STEPHANIE BOHRER, CLERK

By 
DEPUTY

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN JOAQUIN

10 IGNACIO ELIAS, an individual, and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 CES CLEANING CONTRACTORS, LLC, a
15 California limited liability company; and DOES 1
16 through 100,

17 Defendants.

CASE NO. STK-CV-UOE-2024-0002816

[Assigned for all purposes to Dept. 10D]


[PROPOSED] FINAL ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
FINAL JUDGMENT

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[PROPOSED] ORDER AND JUDGMENT

The unopposed motion of Plaintiff Ignacio Elias (“Plaintiff”) for Final Approval of Class and Representative Action Settlement with CES Cleaning Contractors, LLC (“CES”) came on regularly for hearing before this Court on December 30, 2025, at 9:00 a.m. pursuant to California Rule of Court 3.769, and this Court’s September 16, 2025 Order Granting Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the Parties’ Stipulation of Class and PAGA Settlement (the “Settlement” or “Settlement Agreement”) attached as Exhibit A to the Declaration of Daniel J. Brown In Support of Plaintiff’s Motion for Preliminary Approval of Settlement, filed on August 6, 2025, and the submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution and the benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the Parties.

Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

Good cause appearing thereof, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action Settlement and ORDERS as follows:

1. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class consisting of:

All current and former non-exempt employees of Defendant CES Cleaning Contractors, LLC in California who worked for Defendant CES Cleaning Contractors, LLC at any time from March 6, 2020 through September 16, 2025 (“Class Period”).

2. Plaintiff Ignacio Elias is hereby confirmed as Class Representative, and Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

1 13. The Court finds that a payment to the Labor & Workforce Development Agency
2 (“LWDA”) in the amount of \$15,000.00 for the LWDA’s share of civil penalties under the Labor
3 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
4 Settlement Administrator make this payment in conformity with the terms of the Settlement.

5 14. The Court orders that the Settlement Administrator shall be paid \$10,750.00 from
6 the Gross Settlement Amount for all of its work done and to be done until the completion of this
7 matter, and finds that sum appropriate.

8 15. Pursuant to the terms of Settlement, the employer’s share of payroll taxes for the
9 portion of the Net Settlement Amount allocated to wages shall be paid by CES, separately, and
10 in addition to, the Gross Settlement Amount.

11 16. The Court finds and determines that upon satisfaction of all obligations under the
12 Settlement and this Order, all Settlement Class Members, except Maria I. Valdez, who submitted
13 a valid request for exclusion, will be bound by the Settlement and will have released all claims in
14 the Class Release, as set forth in the Settlement.

15 17. The Settlement is not an admission by Defendant CES, nor is this Order and Final
16 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
17 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
18 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
19 culpability, or wrongdoing on the part of Defendant.

20 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
21 Members who did not opt out of the settlement (collectively, “Participating Settlement Class
22 Members”) on behalf of themselves and their respective past and present representatives, agents,
23 attorneys, heirs, administrators, successors, and assigns, except Maria I. Valdez, who submitted
24 a valid request for exclusion, shall be deemed to have released and discharged CES Cleaning
25 Contractors, LLC, and its respective past and present employees, officers, directors, and
26 shareholders (collectively the “Released Parties”) from all claims that were alleged based on the
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1 facts pled in the Action during the Class Period, including: (a) minimum wage violations; (b)
2 failure to pay all overtime wages; (c) meal period violations; (d) rest period violations; (e) waiting
3 time penalties; (f) wage statement violations; (g) unreimbursed business expenses; and (h) unfair
4 competition premised on the facts pled in the Action (“Released Class Claims”). The release
5 extends to the limits of the Class Period.

6 19. Plaintiff and all current and former non-exempt employees of CES Cleaning
7 Contractors, LLC in California (“Aggrieved Employees”) who worked for CES Cleaning
8 Contractors, LLC at any time from March 6, 2023 through September 16, 2025 (the “PAGA
9 Period”) regardless of whether they opt out of the Settlement Class, will release and discharge
10 Released Parties from all claims for PAGA civil penalties that were alleged based on the facts
11 pled in the Action for alleged Labor Code violations that arose during the PAGA Period. The
12 release extends to the limits of the PAGA Period.

13 20. Notwithstanding the paragraphs above nor anything else in the Settlement,
14 Plaintiff’s waiver and release in the Settlement does not apply to (i) those rights that as a matter
15 of law cannot be waived, including, but not limited to, workers’ compensation claims, pending or
16 otherwise; and (ii) rights or claims arising out of this Settlement.

17 21. The releases identified herein shall be null and void should the Settlement not be
18 fully funded.

19 22. This document shall constitute a final judgment pursuant to California Rule of
20 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
21 approval hearing, the court must make and enter judgment. The judgment must include a
22 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
23 judgment. The court may not enter an order dismissing the action at the same time as, or after,
24 entry of judgment.” Pursuant to section 664.6 of the California Code of Civil Procedure, the
25 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

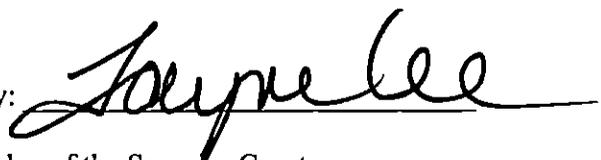
1 23. Settlement Class Members and Aggrieved Employees will receive notice of this
2 Order and Final Judgement with their Settlement Awards. Notice of this Order and Final
3 Judgement will also be posted for at least 60 days on the Settlement Administrator's website.

4 24. Final Compliance Hearing is set for March 23²⁰²⁷ at 8:45 (no earlier than
5 March 22, 2027) in Department 100. The Settlement Administrator shall file a declaration
6 regarding the disbursement of Settlement Funds on or before March 16, 2027.

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IT IS SO ORDERED.

Dated: 12/30, 2025

By: 
Judge of the Superior Court