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[EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103]

9 *Attorneys for the People of the State of California*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN DIEGO

12
13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA,**

15 Plaintiff,

16 v.

17 **PACKERS SANITATION SERVICES, INC.,**
18 **LTD., dba FORTREX; PACKERS**
19 **SANITATION SERVICES, LTD., LLC, a**
California corporation; and DOES 1 through
20, inclusive,

20 Defendants.
21

Case No. 25CU022640C

Unlimited Civil

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

(BUS. & PROF. CODE, §§ 17200 et seq.,
16600)

22
23 Plaintiff, the People of the State of California (“the People”), through its attorney, Rob
24 Bonta, Attorney General of the State of California, and Defendants and Packers Sanitation
25 Services, Inc. LTD., dba Fortrex and Packers Sanitation Services, Ltd., LLC; and Packers
26 Sanitation Services, LTD., LLC (collectively “Defendants” or “PSSI”), having stipulated and
27 consented to the entry of this Final Judgment and Permanent Injunction (“Judgment”) without the
28

1 taking of proof, and without trial or adjudication of any issue of fact or law, without this
2 Judgment constituting evidence of or admission by Defendants regarding any issue of law or fact
3 alleged by the People, and with the People and Defendants (collectively, “the Parties”) having
4 waived their right to appeal, and the Court having considered the matter and good cause
5 appearing:

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

7 1. This Court has jurisdiction over the allegations and subject matter of the Complaint filed
8 in this action, and the Parties to this action; venue is proper in the County of San Diego; and this
9 Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant and subject to
10 California’s Unfair Competition Law (“the UCL”) (Bus. & Prof. Code, §17200 et seq.).

11 **PARTIES AND FINDINGS**

12 2. The Attorney General is charged with enforcement of, among other laws, the UCL and
13 Business and Professions Code section 16600.

14 3. Defendant Packers Sanitation Services, Inc. LTD., doing business as Fortrex as of January
15 2025, is a limited liability company organized under the laws of the State of Ohio with its
16 principal office located in Wisconsin.

17 4. Defendant Packers Sanitation Services, Ltd., LLC, also doing business as Fortrex as of
18 January 2025, is a California limited liability corporation.

19 5. Defendants offer cleaning and sanitation services nationwide, formerly under the PSSI
20 brand and currently under Fortrex. At all relevant times, Defendants have transacted business in
21 the County of San Diego and elsewhere in the State of California.

22 6. During the period from September 2019 through the present (“Relevant Period”), PSSI
23 provided cleaning and janitorial services in California pursuant to approximately 24 contracts
24 with meatpacking and food processing companies. PSSI employed approximately 6,000
25 employees in California who worked pursuant to contracts between PSSI and its customers during
26 the Relevant Period.

1 7. In order to provide services, PSSI entered into a services agreement with its customers,
2 often called a Sanitation Services Agreement (hereafter the “Services Agreements”). The
3 Attorney General undertook an investigation, analyzing approximately twenty-four (24) Services
4 Agreements between PSSI and its customers. Of the 24 operative agreements for sanitation
5 services in California during the Relevant Period, 22 of them contained provisions barring PSSI’s
6 customers from hiring PSSI employees for a period of time, typically during the term of the
7 Service Agreement and some time period following its termination of the contract (hereafter the
8 “No Hire Provision”).

9 8. On or about April 30, 2025, Plaintiff filed a Complaint against Defendants in the Superior
10 Court of the State of California, County of San Diego, Case No. 25CU022640C, entitled *The*
11 *People of the State of California v. Packers Sanitation Services, Inc., LTD., dba Fortrex; Packers*
12 *Sanitation Services, LTD., LLC, a California corporation; and Does 1 through 20, inclusive* (the
13 “Complaint”), alleging a cause of action for violations of Business and Professions Code Section
14 17200 Unfair Competition Law related to the No Hire Provision allegedly contained within
15 Services Agreements (the “Action”).

16 9. By way of the Complaint, the People allege that the No Hire Provision barred PSSI’s
17 customers from hiring PSSI’s employees, thereby restraining PSSI’s employees from engaging in
18 a lawful profession, without breaching the Services Agreement with PSSI, and thus rendering
19 themselves liable for breach of contract and associated remedies.

20 10. The People further allege that PSSI’s No Hire Provision had the effect of restraining
21 employee mobility in violation of Business and Professions Code section 16600.

22 11. The People allege that due to the No Hire Provision, PSSI has engaged in acts or practices
23 that are unlawful, unfair, or fraudulent and which constitute unfair competition within the
24 meaning of section 17200 of the Business and Professions Code.

25 12. PSSI removed the No Hire Provision from all of its California Services Agreements by
26 February 2024.

27 13. This Judgment is entered to resolve the litigation against Defendants by the Attorney
28 General in connection with Defendants’ No Hire Provision and compliance with California’s

workplace and unfair competition laws.

14. This Judgment shall apply to all claims under the UCL, and Business and Professions Code 16600, as alleged in the Complaint filed in this Action.

15. Defendants deny all allegations of wrongdoing and liability in connection with this Action.

16. The Parties have voluntarily entered into this Judgment to avoid the time, expense, and uncertainty of litigation.

17. The Attorney General, through his Deputy Attorneys General, has conferred in good faith with Defendants and their counsel, and the Parties have agreed to resolve the Attorney General's allegations through this Judgment.

APPLICABILITY

18. All provisions of this Judgment shall be binding upon, and apply to Defendants, including their agents acting within the scope of their agency as well as their successors and assigns with respect to the conduct described in this Judgment. In no event shall assignment of any right, power, or authority under this Judgment void a duty to comply with this Judgment.

19. Defendants have and will maintain the full power and authority to undertake the duties and obligations set forth in this Judgment.

20. Defendants shall use reasonable efforts to notify their officers, directors, employees, and agents responsible for carrying out and effecting the terms of this Judgment about the Judgment and the requirements therein.

INJUNCTION

21. Pursuant to Business and Professions Code section 17203 and Business and Professions Code 16600, Defendants, their officers, directors, agents, successors, and assigns, shall comply with the following terms within 90 calendar days from the date on which this Judgment is approved by and becomes a Final Judgment of this Court ("Effective Date"):

- a. Defendants shall eliminate, or verify the previous elimination of, the No Hire Provision in current and future versions of their services agreement with their customers in California;

b. Defendants will post a notice for all its employees in a conspicuous place where it normally posts notices outlining that Defendants have removed all No Hire Provisions from its California contracts and has not and will not use No Hire Provisions in California. A true and correct copy of the employee notice is attached as Attachment 1. Defendants will provide substantially similar written notice to their current and former California customers who entered into services agreements containing the No Hire Provision during the relevant period as follows: by including a one-time notice with agreed upon language on their next invoice following the Effective Date for all current California customers (attached as Attachment 2); and by mailing a one-time notice with agreed upon language to their former California customers (attached as Attachment 3) within thirty (30) days of the Effective Date.

MONETARY PROVISIONS

22. Defendants shall pay, in the aggregate, \$500,000.00 as consideration in full and final resolution of the Action and all disputed claims (the “Settlement Payment”). Payment shall be made within 30 calendar days of the Effective Date, pursuant to instructions provided by the Attorney General’s Office.

23. The Parties agree that they shall each separately bear their own respective costs and attorney's fees in connection with the Action and all matters relating to the subject matter of this Judgment.

ENFORCEMENT AND RELEASE

24. Following full payment under paragraph 22 and upon compliance with all terms of this Judgment, the Attorney General releases Defendants from any and all civil claims, causes of action, or enforcement proceedings the Attorney General could have brought pursuant to the UCL, Business and Professions Code section 16600, based on the factual allegations in the Complaint (including the Attorney General's investigation), for conduct occurring on or before the Effective Date of this Judgment.

25. Other than as set forth in paragraph 24 above, nothing in this Judgment shall be construed to limit the authority or ability of the Attorney General to assert his right to protect the interests of

1 the State of California or the people of the State of California. This Judgment shall not bar the
2 Attorney General from investigating and enforcing laws, regulations, or rules against Defendants
3 for conduct subsequent to this Judgment, or for conduct otherwise not covered by this Judgment.
4 Further, nothing in this Judgment precludes or affects the Attorney General's right to determine
5 and ensure compliance with this Judgment, or to seek enforcement or penalties under the UCL for
6 any violation of this Judgment, as applicable.

7 26. Other than as set forth in paragraph 24 above, nothing in this Judgment limits the powers
8 vested in the Attorney General by the California Constitution and state law, including
9 Government Code section 11180 et seq., to oversee or enforce any California laws or regulations,
10 whether addressed in this Judgment or not. The Attorney General may utilize these powers, where
11 applicable, to ensure Defendants' compliance with the terms of this Judgment, or to address
12 distinct or unrelated investigations or the enforcement of the laws of the State of California.
13 Nothing in this Judgment shall abrogate the confidentiality of any materials or information
14 obtained by the Attorney General during his investigation of Defendants, except as provided by
15 law.

16 **MISCELLANEOUS PROVISIONS**

17 27. Nothing in this Judgment shall be construed as relieving Defendants of the obligation to
18 comply with all local, state, and federal laws, regulations, or rules, or granting Defendants
19 permission to engage in any acts or practices prohibited by such laws, regulations, or rules.
20 Moreover, nothing in this Judgment shall excuse Defendants from meeting any more stringent
21 requirements which may be imposed hereinafter by any changes in applicable law and/or legally
22 binding legislation, regulations, ordinances, and/or permits. Defendants shall cooperate fully with
23 the Attorney General as necessary to achieve the goals and carry out the requirements of this
24 Judgment.

25 28. The Attorney General may, at his sole discretion, agree in writing to provide Defendants
26 with additional time to perform any act required by this Judgment.

27 29. The Judgment may be modified by a stipulation of the Parties as approved by the Court, or
28 by court proceedings resulting in a modified judgment of the Court.

1 30. Any failure by any party to this Judgment to insist upon the strict performance by any
2 other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the
3 provisions of this Judgment, and such party, notwithstanding such failure, shall have the right
4 thereafter to insist upon the specific performance of any and all of the provisions of this
5 Judgment.

6 31. Jurisdiction is retained by this Court for the purpose of enabling any party to the Judgment
7 to apply to the Court at any time for such further orders and directions as may be necessary or
8 appropriate for the construction or carrying out of this Judgment, for enforcement of compliance
9 herewith, and for the punishment of violations hereof, if any.

10 32. All notices, documents, and communications shall be provided as follows:

11 To the Attorney General via email to:

12 Mana Barari
13 Supervising Deputy Attorney General
14 Mana.Barari@doj.ca.gov

15 To counsel for Defendants via e-mail to:

16 Mishell Parreno Taylor
17 Akerman LLP
18 mishell.taylor@akerman.com

19 The Parties may update their designee or address by sending written notice to the other parties
20 informing them of the change.

21 33. The Clerk is ordered to enter this Judgment forthwith.

22 **ORDERED AND ADJUDGED at _____, California.**

23 DATED: _____

24 _____
25 Judge of the Superior Court
26
27
28

ATTACHMENT 1

NOTICE OF SETTLEMENT

In November 2025, the State of California, Office of the Attorney General (“Attorney General”) and Packers Sanitation Services, Inc. LTD., doing business as Fortrex, and Packers Sanitation Services, Ltd., LLC, also doing business as Fortrex (together, “PSSI”) resolved the Attorney General’s investigation into a previous form Sanitation Services Agreement that was in use prior to February 2024 between PSSI and its California customers (“Old Form Agreement”) which contained a provision that prohibited PSSI’s customers from hiring PSSI’s employees during a certain period of time (referred to as the “No Hire Provision”).

This notice is being provided to employees who may be affected by the settlement.

PSSI has removed all No Hire Provisions from its California contracts and will not enforce the No Hire Provision previously in effect. This means:

- You may apply to work for a current or former customer of PSSI in California and that customer is able to hire you if so desired; and
- You may accept employment by a current or former customer of PSSI if offered a position.

Please note that this is not notice of a class action settlement. This is a settlement of a state investigation, and you will not receive a monetary award.

Questions about the settlement may be directed to the Attorney General’s Office at:

State of California
Office of the Attorney General
Worker Rights and Fair Labor Section
Phone: (800) 952-5225
E-mail: WorkerRights@doj.ca.gov

ATTACHMENT 2

NOTICE OF SETTLEMENT

In November 2025, the State of California, Office of the Attorney General (“Attorney General”) and Packers Sanitation Services, Inc. LTD., doing business as Fortrex, and Packers Sanitation Services, Ltd., LLC, also doing business as Fortrex (together, “PSSI”) resolved the Attorney General’s investigation into a previous form Sanitation Services Agreement that was in use prior to February 2024 between PSSI and its California customers (“Old Form Agreement”), which contained a provision that prohibited PSSI’s customers from hiring PSSI’s employees during a certain period of time (referred to as the “No Hire Provision”).

Per the resolution, PSSI confirms that it has removed all No Hire Provisions from its California contracts and will not enforce the No Hire Provision that previously existed. As a California customer of PSSI, you are not prohibited from offering employment to or hiring current or former employees of PSSI. Questions about the settlement may be directed to the Attorney General’s Office at:

State of California
Office of the Attorney General
Worker Rights and Fair Labor Section
Phone: (800) 952-5225
E-mail: WorkerRights@doj.ca.gov

ATTACHMENT 3

NOTICE OF SETTLEMENT

In November 2025, the State of California, Office of the Attorney General (“Attorney General”) and Packers Sanitation Services, Inc. LTD., doing business as Fortrex, and Packers Sanitation Services, Ltd., LLC, also doing business as Fortrex (together, “PSSI”) resolved the Attorney General’s investigation into a previous form Sanitation Services Agreement that was in use prior to February 2024 between PSSI and its California customers (“Old Form Agreement”), which contained a provision that prohibited PSSI’s customers from hiring PSSI’s employees during a certain period of time (referred to as the “No Hire Provision”).

This notice is being provided to you as a former PSSI California customer affected by the settlement.

PSSI has removed all No Hire Provisions from its California contracts and will not enforce the No Hire Provision. This means that as a California customer of PSSI, you are not prohibited from offering employment to or hiring current or former employees of PSSI.

Questions about the settlement may be directed to the Attorney General’s Office at:

State of California
Office of the Attorney General
Worker Rights and Fair Labor Section
Phone: (800) 952-5225
E-mail: WorkerRights@doj.ca.gov