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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VERONICA A. MARAVILLA, an individual,
on behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

v.

VENUS ET FLEUR LLC, a New Jersey
Limited Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22STCV05864

[PROPOSED] JUDGMENT

Date: April 22, 2024

Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: 7

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs and Class
3 Representative Payment duly came on for hearing on April 22, 2024, before the above-entitled
4 Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "all current and former non-exempt employees who worked for Defendant in
10 California during the Class Period [February 16, 2018, through August 29, 2023]."

11 2. All persons who meet the foregoing definition are Settlement Class Members,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

13 3. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
23 each Class Member who has not validly opted out has released the "Released Parties" from the
24 "Released Class Claims" as set forth in the Agreement.

25 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

26 (a) The "Released Class Claims" are defined all causes of action and claims
27 that were alleged in the Action or reasonably could have been alleged based on the facts and legal
28 theories contained in the operative complaint, including all of the following claims for relief: (i)

1 failure to pay all regular rate wages, minimum wages, and overtime wages due; (ii) failure to
2 provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely
3 pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi)
4 failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or
5 indemnify necessary business expenses; and (viii) unfair business practices that could have been
6 premised on the claims, causes of action or legal theories of relief described above or any of the
7 claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) any
8 claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims
9 described above under applicable federal, state, local or territorial law as well as applicable
10 regulations and Wage Orders (collectively, the "Released Claims"). The Settlement Class
11 members who cash their Settlement Checks further acknowledge they are releasing all Fair Labor
12 Standards Act ("FLSA") claims which could have been brought based on the facts pleaded in the
13 operative complaint in the Action at the time of preliminary approval. The Released Class Claims
14 shall expressly exclude all claims for vested benefits, wrongful termination, unemployment
15 insurance, disability, social security, workers' compensation, claims while classified as exempt,
16 and claims outside of the Class Period. The Parties also agree that this release constitutes a
17 resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5.
18 The Released Class Claims expressly excludes PAGA Claims which are being separately released
19 here only by the Aggrieved Employees.

20 (b) The "Released Parties" are defined as Defendant named by Plaintiff in her
21 Complaint in the Action, and its past, present and/or future, direct and/or indirect, officers,
22 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
23 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
24 predecessors, successors, assigns, and joint venturers.

25 7. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
26 each "Aggrieved Employee" have released the Released Parties from the "Released PAGA
27 Claims" for the "PAGA Period" as set forth in the Agreement.

28 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

1 (a) The “Aggrieved Employees” are defined as all current and former non-
2 exempt employees who worked for Defendant in California during the PAGA Period (or if any
3 such person is incompetent, deceased, or unavailable due to military service, the person’s legal
4 representative or successor in interest evidenced by reasonable verification).

5 (b) The “PAGA Period” is defined as the period from December 13, 2020,
6 through August 29, 2023.

7 (c) The “Released PAGA Claims” are defined as all causes of action and
8 claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004
9 that were alleged in the LWDA exhaustion letter, the operative complaint in the Action or
10 reasonably could have been alleged based on the facts and legal theories contained in the operative
11 complaint in the LWDA exhaustion letter or Action, including claims for civil penalties based on
12 the following: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due;
13 (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv)
14 failure to timely pay wages during employment; (v) failure to provide complete, accurate wage
15 statements and/or maintain accurate payroll records; (vi) failure to pay wages timely at time of
16 termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses;
17 (viii) failure to pay and/or provide sick leave; (ix) failure to abide by the maximum hours
18 permitted to work; (x) any claim for costs and attorneys’ fees and expenses; and (xi) any claim
19 arising from the claims described above under applicable federal, state, local or territorial law as
20 well as applicable regulations and Wage Orders (xii) failure to maintain adequate records; and/or
21 (xi) claims, causes of action or legal theories of relief seeking civil penalties under the California
22 Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and
23 underlying LWDA Exhaustion Letter. The Parties also agree that this release constitutes a
24 resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5.

25 9. This Court hereby grants final approval and awards the following: (i) Eighty Six
26 Thousand, Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$86,534.66) for the Attorneys’
27 Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or Seventy
28 Thousand Dollars and Zero Cents (\$70,000.00) (“Attorneys’ Fees”) and Litigation Costs in the

1 amount of Sixteen Thousand Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$16,534.66);
2 (ii) the Class Representative Payment to Class Representative, Veronica Maravilla, in the amount
3 of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii)
4 Administration Expenses Payment of Six Thousand, Five Hundred Fifty Dollars and Zero Cents
5 (\$6,550.00) to ILYM Group, Inc.; (iv) Seven Thousand, Five Hundred Dollars and Zero Cents
6 (\$7,500.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
7 (“LWDA Payment”); and Two Thousand, Five Dollars and Zero Cents (\$2,500.00) (25% of the
8 PAGA Payment) allocated to the Individual PAGA Payments.

9 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14 DATED: _____, 2024
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17 _____
18 Hon. Lawrence P. Riff
19 JUDGE OF THE SUPERIOR COURT
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