

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SERGIO ABUNDIS, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

IMAGE 2000, a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV19193

[PROPOSED] JUDGMENT

Hearing Date: February 9, 2023
Hearing Time: 10:00 AM

Honorable Judge Yvette Palazuelos
Department 9

Trial Date: Not Set
Action Filed: May 20, 2021

Plaintiff's motion for an order finally approving the Second Amended Stipulation of Settlement of Class Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and Class Representative Service Award duly came on for hearing on February 9, 2023, before the above-entitled Court. The parties having settled this action and the Court having

1 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
2 good cause appearing therefor,

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

4 1. The certification of the Settlement Class is confirmed for the purposes of
5 settlement. The Class is defined as “all persons who worked for Defendant in California as an
6 hourly paid or non-exempt employee during the Class Period.” The Class Period is defined as the
7 period between May 20, 2017, to January 21, 2022.

8 2. All persons who meet the foregoing definition are members of the Settlement
9 Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the
10 Class.

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

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

20 5. As of the date the Defendant funds the Total Settlement Amount, each Class
21 Member who has not validly opted out has released the “Released Class Claims” against the
22 Defendant and all of the “Released Parties” as set forth in the Agreement.

23 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
24 The Released Class Claims are defined as any and all claims asserted in the operative class
25 complaint and all claims that could have been asserted in the operative complaint based on the
26 same operative facts alleged in the operative complaint, including state wage and hour claims for
27 any and all violation of California’s Labor code and Unfair Competition law based on Defendant’s
28 failure to pay all wages due (including minimum wages, straight time wages, and overtime wages,

1 failure to provide compliant meal periods, failure to authorize and permit compliant rest periods,
2 failure to provide accurate and itemized wage statements, failure to timely pay all wages due at the
3 time of termination, failure to reimburse employees for all business-related expenses, violations of
4 the Business and Professions Code section 17200 predicated on the Labor Code violations alleged
5 in the operative complaint, and all damages, interest, penalties, attorneys' fees, costs, and other
6 amounts recoverable under said causes of action under California law, to the extent permissible,
7 and expressly excluding other claims, including claims for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers' compensation, and claims outside
9 the Class Period. The "Released Parties" shall mean Defendant.

10 7. As of the date the Defendants funds the Total Settlement Amount, the Plaintiff, the
11 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
12 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
13 the "PAGA Period" as set forth in the Agreement.

14 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
15 The Aggrieved Employees are defined as all persons who worked for Defendant in California as
16 an hourly paid or non-exempt employee during the PAGA Period. The Released PAGA Claims
17 are defined as any and all claims PAGA penalties alleged in the operative complaint and
18 Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly
19 excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers' compensation, and claims outside
21 the PAGA Period. The PAGA Period means the period of February 8, 2020, to January 21, 2022.

22 9. This Court hereby grants final approval and awards the following: (i) \$167,755.17
23 for the Class Counsel Award comprised of one-third of the Total Settlement Amount, or One
24 Hundred Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
25 (\$158,333.33) and litigation expenses in the amount of Nine Thousand, Four Hundred Twenty
26 One Dollars and Eighty Four Cents (\$9,421.84); (ii) the Class Representative Service Award to
27 Class Representative, Sergio Abundis, in the amount of Five Thousand Dollars and Zero Cents
28 (\$5,000.00) in exchange for a general release; (iii) settlement administration costs of Twenty

1 Thousand Dollars (\$20,000) to ILYM Group, Inc. (“Settlement Administration Cost”); and (iv)
2 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Settlement) to the
3 Labor and Workforce Development Agency (“LWDA Payment”).

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

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

9
10
11 DATED: _____, 2023

12
13 _____
14 Hon. Yvette Palazuelos
15 Judge, Superior Court for the State of California,
16 County of Los Angeles
17
18
19
20
21
22
23
24
25
26
27
28