

FILED

Superior Court of California
County of Los Angeles

03/14/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SERGIO ABUNDIS, an individual,) Case No.: 21STCV19193
on behalf of himself and on)
behalf of all persons similarly)
situated,)
)
Plaintiff,) JUDGMENT
)
vs.)
)
IMAGE 2000, a California)
Corporation; and DOES 1 through)
50, inclusive,)
)
Defendants.)
)
_____)

The Court finds as follows:

A. The Court granted preliminary approval of the Second Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on August 17, 2022.

1 B. The Court granted final approval of the Settlement
2 Agreement on February 9, 2023, certified the settlement class
3 with no opt-outs, and found that the Settlement Agreement was
4 fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class Members" or the "Class": all persons who worked for
7 Defendant in California as an hourly paid or non-exempt employee
8 during the Class Period. (Amended Settlement Agreement, ¶I.G.)

9 Class Period": May 20, 2017 to January 21, 2022. (¶I.H.)

10 "Aggrieved Employees": all persons who worked for
11 Defendant in California as an hourly paid or non-exempt employee
12 during the PAGA Period. (¶I.B.)

13 "PAGA Period": February 8, 2020 to January 21, 2022.
14 (¶I.T.)

15
16 IT IS ORDERED, ADJUDGED AND DECREED:

17 1. Plaintiff Sergio Abundis, an individual, on behalf of
18 himself and on behalf of all persons similarly situated, shall
19 take from Defendant IMAGE 2000, a California Corporation, as set
20 forth in the Parties' Settlement Agreement and the Court's
21 Approval Order entered February 9, 2023.

22 2. Defendants must pay Plaintiffs the Gross Settlement
23 Amount (GSA) of \$475,000. The Net Settlement Amount is the GSA
24 minus the following:
25

1 a. \$158,333.33 (1/3) for attorney fees to Class
2 Counsel (Fee Split: 50% to JCL Law Firm, APC and 50% to Zakay
3 Law Group, APLC);

4 b. \$9,421.84 in attorney costs to Class Counsel;

5 c. \$5,000 for an enhancement award to the class
6 representative, Sergio Abundis;

7 d. \$8,500 for claims administration costs to ILYM
8 Group, Inc.;

9 e. \$5,000 (75% of \$15,000 PAGA penalty) payable to
10 the LWDA.
11

12 Defendant's employer share of the payroll taxes on the
13 taxable portion of the settlement payments shall be paid
14 separately from the GSA by Defendant.

15 3. Release by Settlement Class Members. As of the Funding
16 Date, in exchange for the consideration set forth in this
17 Agreement, Plaintiff and the Settlement Class Members release
18 the Released Parties from the Released Class Claims for the
19 Class Period. (¶III.B.)

20 "Released Class Claims" means any and all claims asserted
21 in the operative class complaint and all claims that could have
22 been asserted in the operative complaint based on the same
23 operative facts alleged in the operative complaint, including
24 state wage and hour claims for any and all violation of
25 California's Labor code and Unfair Competition law based on

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

17 Release by the Aggrieved Employees. As of the Funding Date,
18 in exchange for the consideration set forth in this Agreement,
19 the Plaintiff, the LWDA and the State of California release the
20 Released Parties from the PAGA Released Claims for the PAGA
21 Period. As a result of this release, the Aggrieved Employees
22 shall be precluded from bringing claims against Defendant for
23 the PAGA Release Claims. (§III.C.)

24 "Released PAGA Claims" means any and all claims for PAGA
25 penalties alleged in the operative complaint and Plaintiff's

1 PAGA notice to the LWDA which occurred during the PAGA Period,
2 and expressly excluding all other claims, including claims for
3 vested benefits, wrongful termination, unemployment insurance,
4 disability, social security, workers' compensation, and claims
5 outside the PAGA Period. (§I.AA.)

6 "Released Parties" shall mean Defendant. (§I.BB.)

7 The Class Representative, Sergio Abundis, provides a
8 general release and CC 1542 waiver. (§III.EE.)

9
10 4. All uncashed settlement checks, plus interest, must be
11 delivered to the California State Controller's Unclaimed
12 Property Division in the name of the Class Member/Aggrieved
13 Employee who did not cash his or her check.

14 5. Pursuant to California Rules of Court, Rule 3.769(h),
15 the Court retains jurisdiction over the parties with respect to
16 enforcement of this Judgment under California Code of Civil
17 Procedure Section 664.6.

18 CLERK TO GIVE NOTICE.

19 DATED: March 14, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge