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FILED
Superior Court of California
County of Los Angeles

05/05/2025

David W. Stoyke, Executive Officer / Clerk of Court

By: H. Garcia Deputy

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

SANTIAGO ALVAREZ, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

BIAGI BROS., INC.; and DOES 1 through
100, inclusive,

Defendant.

Case No. 21STCV38247

Assigned to Hon. Cherol J. Nellon
Dept. 14

~~PROPOSED~~ JUDGMENT

Complaint Filed: October 18, 2021

~~PROPOSED~~ FINAL JUDGMENT

On February 19, 2025, at 8:30 a.m., Plaintiff's Motion for Approval of Settlement of Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.) Representative Action ("Motion") came before The Honorable Cherol J. Nellon in Department 14 of the Los Angeles Superior Court. The Court considered the moving papers and issued a tentative ruling which the Parties submitted on and became the final order of the Court. In conformity with the Parties' settlement agreement and the Court's order granting Plaintiff's motion for approval of PAGA settlement, judgment is hereby entered as follows:

1. Judgment on this Action shall be entered through the filing of this Judgment. (Code Civ. Proc., § 668.5.) Plaintiff shall take from his complaint only the relief set forth in the Settlement Agreement and this Judgment.

2. All capitalized terms contained herein shall have the same meaning as set forth in the Parties' PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Agreement").

3. The Action consists of Plaintiff's representative action for Private Attorneys General Act (Cal. Labor Code §§ 2698, et seq.) ("PAGA") penalties and recoverable remedies (the "Action").

4. The "Covered Period" for the PAGA claims means August 14, 2020, through October 1, 2024.

5. The "PAGA Settlement Group Members" who are covered by the Settlement Agreement are defined as all current and former non-exempt employees who worked for Defendant at any of its locations in the State of California at any time during the PAGA Covered Period.

6. The Court has jurisdiction over the subject matter of the Action, the PAGA Representative, the alleged aggrieved employees, and Defendant.

7. The Court finds that the Action presented a good faith dispute over the PAGA claims.

8. The Court finds that the Parties reached the Settlement of the PAGA claims as the result of arm's-length negotiations.

9. The Court has considered the Settlement, and approves the Settlement, and finds that it provides genuine and meaningful relief to the State of California, Plaintiff, and PAGA Settlement Group Members to resolve the PAGA claims. The parties to the Settlement Agreement are directed to perform in accordance with the terms set forth in the Agreement.

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1 10. The Court approves the Total Settlement Amount of \$195,000.00 for the settlement of the
2 PAGA claims and finds it to be a fair and reasonable settlement amount for the settlement of all the claims
3 in the Action.

4 11. Pursuant to California Labor Code section 2699(l), the Court has reviewed and hereby
5 approves the penalties provided for by the Settlement, namely, the Net Settlement Amount of at least
6 \$42,371.47, and finds that it provides genuine and meaningful relief to the State of California and PAGA
7 Settlement Group Members. The Settlement Administrator shall pay seventy-five (75%) of the Net
8 Settlement Amount to the California Labor and Workforce Development Agency (“LWDA”) and shall pay
9 twenty-five percent (25%) of the Net Settlement Amount to the PAGA Settlement Group Members,
10 consistent with the Agreement.

11 12. Plaintiff, the LDWA, the State of California, and all PAGA Settlement Group Members
12 hereby fully settle and release the Released PAGA Claims as to Defendants and all Released Parties (as
13 those terms are used in the Settlement Agreement), and this Action is dismissed with prejudice.

14 13. The Court approves ILYM Group, Inc. as the Settlement Administrator to administer the
15 Settlement of the PAGA claims.

16 14. The Court approves the payment of up to \$3,850 to the Settlement Administrator as the
17 administrative costs for the Settlement of the PAGA claims. The Settlement Administrator shall pay this
18 amount as set forth in the Agreement. If the final administrative costs are less than \$3,850, the remainder
19 shall be added to the Net Settlement Amount for *pro rata* distribution to the LWDA and PAGA Settlement
20 Group Members in accordance with the terms of the Settlement and pursuant to Labor Code section
21 2699(i).

22 15. The Court approves the payment of \$68,250 to Plaintiff’s Counsel for counsel’s attorney’s
23 fees for the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
24 forth in the Agreement.

25 16. The Court approves the payment of \$70,528.53 to Plaintiff’s Counsel for costs and expenses
26 related to the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
27 forth in the Agreement.

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1 17. The Court approves the payment of \$10,000 to Plaintiff for the resolution of Plaintiff's
2 individual claims, in exchange for his Civil Code section 1542 waiver, and as an representative payment
3 for bringing this action on behalf of the State of California and his coworkers. The Settlement
4 Administrator shall pay this amount as set forth in the Agreement.

5 18. The Settlement Administrator shall provide counsel for the parties with a sworn declaration
6 providing a final accounting (i) confirming that it completed its mailing of checks to the LWDA and PAGA
7 Settlement Employees, and (ii) stating the number of checks and total amount of Individual Settlement
8 Payments that have been (a) cashed by the PAGA Settlement Employees, and (b) sent to the California
9 Controller's Unclaimed Property Fund as unclaimed funds. Plaintiff's Counsel shall file said declaration
10 within 10 calendar days from the date of completion of the settlement administration process.

11 19. Plaintiff shall comply with the notice requirements of Section III(I)(1) and III(I)(2), and the
12 Court finds that such notice constitutes due and sufficient notice to the LWDA and satisfies any
13 requirement of due process.

14 20. All PAGA Settlement Group Members, Plaintiff, the LWDA, and the State of California,
15 are hereby bound by the Settlement and its associated release.

16 21. Any request to intervene in the Action as to the PAGA Claim and/or the Settlement that is
17 filed after the date of this Order and dismissal of the PAGA Claim is entered shall be deemed untimely.

18 22. Neither the Settlement nor any act performed or document executed pursuant to or in
19 furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence
20 of, the validity of any Released PAGA Claims, or of any wrongdoing or liability of the Released Parties, or
21 any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault
22 or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in
23 any court, administrative agency or other tribunal.

24 23. The Court sets a hearing for the Final Accounting (Nonappearance) on 06/06/2025,
25 2025. The report concerning the amount of money distributed and/or uncashed shall be due 10 days
26 prior to the hearing.

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1 24. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of
2 the Settlement pursuant to the Agreement.

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4 Date: 05/05/2025



A handwritten signature in black ink, reading "Cherol J. Nellon".

Cherol J. Nellon / Judge
The Honorable Cherol J. Nellon
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address is 15303 Ventura Blvd., Suite 650, Sherman Oaks, CA 91403.

On March 18, 2025, I served the following document(s) described as: **[PROPOSED]** **JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

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BY E-MAIL: I caused a copy of the document(s) to be sent from e-mail address mconsuegra@spattorneys.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 18, 2025, at Sherman Oaks, California.

/s/ Michelle Consuegra
Michelle Consuegra