

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
agrigoryan@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

12/22/2023

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YOHANNA SANCHEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SU CASA DE CAMBIO CESAR CHAVEZ,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 21STCV32728

CLASS ACTION

*[Assigned for all purposes to Judge Maren
Nelson, Dept. 17]*

~~PROPOSED~~ JUDGMENT

Complaint filed: September 3, 2021
FAC filed: February 25, 2022
SAC filed: April 7, 2023

1 **JUDGMENT**

2 Pursuant to the Order Granting Plaintiff's Motion for Final Approval of the Class Action
3 and PAGA Settlement ("Order"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as
4 follows:

5 1. Judgment in this matter is entered in accordance with, and incorporates by reference
6 the findings of, the Court's Order and the Class Action and PAGA Settlement Agreement
7 ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein
8 shall have the same meaning as defined in the Settlement Agreement.

9 2. Consistent with the definitions provided in the Settlement Agreement, the
10 Settlement Class consists of: all persons employed by Defendant in California and classified as a
11 hourly paid, non-exempt employee who worked for Defendant during the Class Period (March 9,
12 2017 through August 2, 2023 - the date the Court granted Preliminary Approval of the Settlement.).

13 3. Consistent with the definitions provided in the Settlement Agreement, the
14 Aggrieved Employees are all persons employed by Defendant in California and classified as a
15 hourly paid, non-exempt employee who worked for Defendant during the PAGA Period (March
16 11, 2020 through August 2, 2023 – the date the Court granted Preliminary Approval of the
17 Settlement).

18 4. All Participating Class Members, on behalf of themselves and their respective
19 former and present representatives, agents, attorneys, heirs, administrators, successors, and
20 assigns, release Released Parties as that term is defined in the Settlement Agreement from (i) all
21 claims that were alleged, or reasonably could have been alleged, based on the Class Period facts
22 stated in the Operative Complaint and ascertained in the course of the Action including, any and
23 all claims for (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194,
24 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure
25 to provide meal periods and to pay premium payments (Cal. Lab. Code §§ 226.7, 512); (4) failure
26 to authorize and permit rest periods and to pay premium payments (Cal. Lab. Code §§ 226.7); (5)
27 failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide
28 accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to reimburse business-related

1 expenses (Labor Code § 2802); (8) violation of California’s Unfair Competition Law (California
2 Business and Professions Code §§ 17200, et seq.); and failure to maintain records (Labor Code §
3 1174.5). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class
4 Members do not release any other claims, including claims for vested benefits, wrongful
5 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
6 disability, social security, workers’ compensation, or claims based on facts occurring outside the
7 Class Period.

8 5. Upon the on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, Plaintiff, all Aggrieved Employees, and the State of California are deemed to release all
11 claims for PAGA civil penalties, which occurred during the PAGA Period, pursuant to Labor Code
12 section 2698 et seq. alleged or that could have been alleged based on the allegations asserted in the
13 Operative Complaint and PAGA Notice, including but not limited to claims for (1) failure to pay
14 minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to
15 pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods and to
16 pay premium payments (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest
17 periods and to pay premium payments (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final
18 wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage
19 statements (Cal. Lab. Code § 226); (7) failure to reimburse business-related expenses (Labor Code
20 § 2802); and (8) failure to maintain records (Labor Code § 1174.5).

21 6. Without affecting the finality of the Judgment, the Court shall retain exclusive and
22 continuing jurisdiction over the above-captioned action and the parties, including all Participating
23 Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
24 herein.

25 This document shall constitute a judgment for purposes of California Rules of Court,
26 Rule 3.769(h)

27 //

28 //

1 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

2

3

4 DATE: 12/22/2023



Hon. Maren Nelson
Los Angeles County Superior Court

PROOF OF SERVICE

Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.
21STCV32728

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **December 19, 2023**, I served the foregoing **[PROPOSED] JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Nancy N. ("Niki") Lubrano, Esq. (SBN 263037)

nlubrano@cdflaborlaw.com

Ashley N. Lopezello, Esq. (SBN 329254)

alopezello@cdflaborlaw.com

Debbie Smith

dsmith@cdflaborlaw.com

Marina Ortega

mortega@cdflaborlaw.com

CDF LABOR LAW LLP

18300 Von Karman Ave., Ste. 800

Irvine, California 92612

Telephone: (949) 622-1661

Facsimile: (949) 577-5201

Attorneys for Defendant, Su Casa de Cambio Cesar Chavez, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on December 19, 2023, at Los Angeles, California.



Sandy S. Sespene