

1 Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
2 H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
3 Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
4 **MOON LAW GROUP, PC**
1055 W. Seventh St., Suite 1880
5 Los Angeles, California 90017
Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125

7 Attorneys for Plaintiff

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF CONTRA COSTA
11

12 VANNA WARGA, individually, and on behalf
13 of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 ADVANCED INTEGRATED PEST
MANAGEMENT, et al.,

17 *Defendants.*
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22

FILED
OCT 06 2023
K. STEWART CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: *[Signature]*
A. Stewart, Deputy Clerk

Case No.: MSC21-02131

[Assigned for all purposes to: Hon. Charles S.
Treat]

CLASS ACTION

**JUDGMENT FOLLOWING ORDER
GRANTING FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 24, 2023
Time: 9:00 a.m.
Courtroom: Dept. 12
Judge: Hon. Charles S. Treat

Action Filed: October 5, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff filed a motion for final approval of a class action settlement of the claims asserted
3 against Defendants in this action. On or about August 24, 2023, the Court issued an Order granting
4 Plaintiff's motion for final approval of a proposed class and representative action settlement of the claims
5 asserted against Defendant in this action ("Final Approval Order"). The settlement is memorialized in
6 the CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT AGREEMENT attached to
7 the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and
8 Representative Action Settlement ["Leviant Decl."], at Exh. 1.

9 The CLASS, COLLECTIVE, AND REPRESENTATIVE SETTLEMENT AGREEMENT is
10 referred to herein as the "Settlement."

11 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing from
18 Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 The Class Members are:

20 All current and former non-exempt employees of Defendant who worked in the
21 State of California at any time during the Class Period (the "Class Period" is October 5,
22 2017, through January 1, 2022.) "Participating Class Members" are those Class
Members who do not submit timely exclusion requests from the Settlement.
(Settlement, ¶¶ 1.8, 1.32.)

23 One Class Member, Wilson Ochoa, timely requested exclusion from the Class. All other Class Members
24 are Participating Class Members and remain bound by the Final Approval Order and Judgment in the
25 Action.

26 The following persons are identified as Aggrieved Employees solely for the purpose of entering a
27 settlement in this matter:

28 All current and former non-exempt employees of Defendant employed in

1 California at any time during the PAGA Period (the "PAGA Period" is October 5,
2 2020, through January 1, 2022.). (Settlement, ¶¶ 1.2, 1.29.)

3 Class Members who are Aggrieved Employees cannot opt out of the release of the PAGA claims
4 and will therefore receive a share of the \$10,000, irrespective of whether they are Participating Class
5 Members.

6 Class and PAGA claims are released as follows:

7 Released Class Claims. As of the date of the Order Granting Final Approval, and only
8 after the Settlement has been fully funded by Defendant, all Participating Class
9 Members (which specifically includes Plaintiff) shall fully and finally release Released
10 Parties of the Released Class Claims. The Released Class Claims include any and all
11 claims, wage and hour claims, rights, demands, liabilities and causes of action of any
12 nature or description alleged/asserted in the Action arising from and/or related to the
13 facts and claims alleged/asserted in the Action, that could have been alleged/asserted in
14 the Action based on the facts and claims alleged in the Action, and the facts and claims
15 asserted in, arising from or related to, or could have been alleged in the PAGA Notice
16 identified on the LWDA's website as LWDA-CM-847117-21.

17 The Released Class Claims include all claims for failure to pay minimum wages (Cal.
18 Labor Code §§ 204, 1194, 1194.2, and 1197); failure to pay overtime compensation
19 (Cal. Labor Code §§ 1194 and 1198); failure to provide meal periods (Cal. Labor Code
20 §§ 226.7, and 512); failure to authorize and permit rest breaks (Cal. Labor Code §
21 226.7); failure to indemnify necessary business expenses (Cal. Labor Code § 2802);
22 failure to timely pay final wages at termination (Cal. Labor Code §§ 201 – 203); failure
23 to provide accurate itemized wage statements (Cal. Labor Code § 226); unfair business
24 practices (Cal. Business and Profession Code §§ 17200, et seq.); and civil penalties
25 under the Private Attorneys General Act (Cal. Labor Code §§ 2699, et seq.), as well as
26 claims for unpaid wages, including, but not limited to, failure to pay minimum wages,
27 straight time compensation, overtime compensation, double-time compensation, and
28 interest; failure to properly calculate the regular rate of pay and associated claims;
wages related to alleged illegal time rounding; failure to pay wages at least twice each
calendar month; failure to timely pay wages; failure to timely pay final wages;
missed/short/late/interrupted meal period, rest period, and/or recovery period
wages/premiums; failure to provide meal periods; failure to authorize and permit rest
periods and/or recovery periods; the calculation of meal period, rest period, and/or
recovery period premiums; reimbursement for all necessary business expenses,
including work-related cell-phone expenses and car mileage for work-related travel;
payment for all hours worked, including off-the-clock work; failure to provide accurate
itemized wage statements; deductions; failure to keep accurate records; failure to
provide suitable seating; failure to maintain temperature providing reasonable comfort;
unlawful deductions and/or withholdings from wages; unfair business practices;
suitable seating; penalties, including, but not limited to, recordkeeping penalties, wage
statement and payroll reporting penalties, minimum-wage penalties, and waiting-time
penalties; and attorneys' fees and costs related to the Released Class Claims. The
Released Class Claims also include but are not limited to all such claims arising under:
California Labor Code §§ 201-203, 202, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510,
512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, et seq., 1198, 2698 et seq., 2699, et
seq., 2699.3, 2802 and the applicable Industrial Welfare Commission Wage Order(s);
California Code of Regulations tit. 8 § 3395; all claims relating to the Released Class
Claims under the California Business and Professions Code §§ 17200, et seq., 17201;

the Release shall also include all claims relating to the Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. § 211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; California Civil Code §§ 474, 3287, 3288, 3289; California Code of Civil Procedure sections 382, 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

Released PAGA Claims. All Aggrieved Employees, including those who timely and effectively submit a Request for Exclusion from the Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Settlement shall have their PAGA claims released only for the PAGA Period. The Released PAGA Claims include any and all claims asserted in the Action, and wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from or related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, and/or Plaintiff's PAGA Notice identified on the LWDA's website as LWDA-CM-847117-21, including, without limitation, Labor Code §§ 201-203, 202, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, et seq., 2699, 2699.3, 2802, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with

1 potential or alleged to have joint liability, and all of their respective past, present and
2 future employees, directors, officers, members, owners, agents, representatives, payroll
3 agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service
4 providers, and assigns and any and all persons and/or entities acting under, by, through
5 or in concert with any of them.

6 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
7 Approval Order, according to the deadlines specified in the Settlement.

8 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
9 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
10 Class Members, and Defendants, for the purposes of:

- 11 (a) supervising the implementation, enforcement, construction, and interpretation of the
12 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
13 and the Judgment; and
14 (b) supervising distribution of amounts paid under this Settlement.

15 **IT IS SO ORDERED.**

16 Dated: OCT 04 2023

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18 Hon. Charles S. Treat
19 CONTRA COSTA SUPERIOR COURT JUDGE
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **JUDGMENT FOLLOWING ORDER**
6 **GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on
the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties
as follows [or] ☐ as stated on the attached service list:

7 Beth A. Kahn
8 Ryan C. McKim
9 CLARK HILL LLP
10 1055 West Seventh Street, Suite 2400
Los Angeles, CA 90017
BKahn@ClarkHill.com
RMcKim@ClarkHill.com

11 *Counsel for Defendant*

12 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in
13 the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's
14 practice of collection and processing correspondence for mailing. Under that practice, sealed
envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business
with postage thereon fully prepaid at Los Angeles, California.

15 ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
16 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in
this action.

17 ☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the
18 above-named document(s) has (have) been electronically served on counsel of record by an approved
19 electronic service provider. The transmission of these documents was reported complete and a copy of
the service confirmation will be maintained, along with the original document(s) and proof of service
in our office.

20 ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the
21 offices of the addressee(s) named herein.

22 ☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and
23 processing correspondence for overnight delivery. Under that practice, overnight packages are
enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are
picked up by the carrier at our offices or delivered by our office to a designated collection site.

24 I declare under penalty of perjury under the laws of the State of California and the United States that the
25 foregoing is true and correct. Executed this **July 31, 2023** at Los Angeles, California.

26 H. Scott Leviant
27 Type or Print Name

28 H

Signature