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

ELIAS MORALES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

JBI INTERIORS, LLC., a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV43284

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

[PROPOSED] FINAL JUDGMENT

Date: July 2, 2024
Time: 11:00 a.m.
Dept.: SSC-14

Action Filed: November 24, 2021
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on July 2, 2024, pursuant to
2 California Rule of Court 3.769 and this Court’s January 9, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Class Action and PAGA Settlement Agreement and Class Notice (the
5 “Settlement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former hourly-paid, non-exempt employees who worked for
11 Defendant JBI Interiors, LLC in California at any time from November 24, 2017
12 through January 9, 2024.

13 2. Plaintiff Elias Morales is hereby confirmed as Class Representative, and Scott M.
14 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC
15 are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on January 9, 2024 and the notice process
18 has been completed in conformity with the Court’s Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Class Notice provided due and adequate
20 notice of the proceedings and matters set forth therein, informed Settlement Class members of
21 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
22 California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement and
24 no Settlement class member has opted out of the Settlement, and that the 100% participation rate
25 in the Settlement supports final approval.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

4 6. For purposes of settlement only, the Court finds that (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
6 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
7 community of interest among members of the Settlement Class with respect to the subject matter
8 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
9 members of the Settlement Class; (d) the Class Representative has fairly and adequately
10 protected the interests of the Settlement Class members; (e) a class action is superior to other
11 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
12 qualified to serve as counsel for the Class Representative and the Settlement Class.

13 7. The Court orders that Defendant shall fully fund the Gross Settlement Amount,
14 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
15 transmitting the funds to the Administrator as follows: (1) The payment of \$600,000.00 shall be
16 deposited with the Administrator within 30 days of the Effective Date; and (2) the employer's
17 share of payroll taxes be deposited with the Administrator within 30 days of the Effective Date.
18 "Effective Date" means the date by when both of the following have occurred: (a) the Court
19 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment
20 is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating
21 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
22 Participating Class Members objects to the Settlement, the day after the deadline for filing a
23 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
24 after the appellate court affirms the Judgment and issues a remittitur.

25 8. The Court finds that the settlement payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 individual payments in conformity with the terms of the Settlement.
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1 9. The Court finds that a service payment in the amount of \$5,000.00 for Plaintiff
2 Elias Morales is appropriate for his risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 10. The Court finds that attorneys' fees in the amount of \$200,000.00, and actual
6 litigation costs of \$15,159.91 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 11. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$22,500.00 for its 75% share of the
14 \$30,000.00 settlement of Plaintiff's representative action under the California Labor Code
15 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
16 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
17 of the Settlement. The remaining 25% or \$7,500.00 of the PAGA Amount is to be distributed to
18 the 117 Aggrieved Employees in conformity with the terms of the Settlement. The highest
19 Individual PAGA Payment to an Aggrieved Employee is \$81.46, and the average Individual
20 PAGA Payment to be paid is \$64.10.

21 13. After the above deductions, attorneys' fees (\$200,000.00), attorneys' litigation
22 costs (\$15,159.91), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs
23 (\$6,950.00), and the PAGA Amount to the LWDA (\$22,500.00), the Net Settlement Amount of
24 \$350,390.09 is to be distributed to all 154 Settlement Class members, that worked a total of
25 30,096 workweeks during the Class Period, in conformity with the terms of the Settlement. The
26 lowest Individual Settlement Share to be paid to a Settlement Class member is \$11.39, the highest
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Individual Settlement Share is \$3,634.43, and the average Individual Settlement Share to be paid is \$2,226.56.

14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order, by virtue of this Judgment, Plaintiff and all Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, contractors/staffing agencies (including but not limited to SkillsetGroup), parents and attorneys, (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were alleged in, or arising out of facts asserted in, the operative First Amended Complaint in the Action, that arose during the Class Periods defined above, including but not limited to: (a) failure to pay all overtime wages owed (Labor Code §§ 1194, 1194.2, 1197); (b) failure to pay all minimum wages owed (Labor Code §§ 204, 510, 558, 1194, 1198); (c) failure to provide meal periods, or premium pay for non-compliant meal periods (Labor Code §§ 226.7, 512, 558); (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods (Labor Code §§ 226.7, 516); (e) failure to timely pay all wages due upon separation of employment (Labor Code §§ 201-203); (f) failure to issue accurate, itemized wage statements (Labor Code §§ 226, et seq.); (g) all claims for unfair business practices (Bus. & Prof. Code § 17200, et seq.); and (h) any corresponding FLSA claims during the Class Period that could have

1 been premised on the facts, claims, causes of action or legal theories described above. The
2 Release Period is the same as the Class Period. The release of FLSA claims will be effectuated
3 when Class Members cash their settlement checks. Except as set forth in Section 5.3 of this
4 Agreement, Participating Class Members do not release any other claims, including claims for
5 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
6 unemployment insurance, disability, social security, workers' compensation, or claims based on
7 facts occurring outside the Class Period.

8 17. All Aggrieved Employees are deemed to release, on behalf of themselves and
9 their respective former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
11 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
12 operative First Amended Complaint and the PAGA Notice, including, but not limited to: (a)
13 failure to pay all overtime wages owed (Labor Code §§ 1194, 1194.2, 1197); (b) failure to pay
14 all minimum wages owed (Labor Code §§ 204, 510, 558, 1194, 1198); (c) failure to provide meal
15 periods, or premium pay for non-compliant meal periods (Labor Code §§226.7, 512, 558); (d)
16 failure to authorize and permit rest periods, or premium pay for non-compliant rest periods
17 (Labor Code §§ 226.7, 516); (e) failure to timely pay all wages due upon separation of
18 employment (Labor Code §§ 201-203); and (f) failure to issue accurate, itemized wage
19 statements (Labor Code §§ 226, et seq.).

20 18. In light of the Class Representative Service Payment, Plaintiff and his respective
21 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns generally, release and discharge Released Parties from all claims, transactions, or
23 occurrences that occurred during the Class Period, including, but not limited to: (a) all claims
24 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative
25 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
26 facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release.")
27 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
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1 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
2 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
3 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
4 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
5 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
6 such different or additional facts or Plaintiff's discovery of them. Notwithstanding the
7 foregoing, the waiver and release in this agreement does not apply to those rights as a matter of
8 law that cannot be waived, including, but not limited to, Workers' Compensation case number
9 ADJ14212109 (the "Workers' Compensation Case"). The Agreement in no way affects
10 Plaintiff's entitlement and/or benefits to be received by Plaintiff in the Workers' Compensation
11 Case. Plaintiff also agrees to not request an exclusion from this settlement. Any Incentive
12 Award approved by the Court will result in the issuance of a Form 1099 to the class
13 representative, who shall assume full responsibility and liability for the payment of taxes due on
14 such award. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
15 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

16 **A general release does not extend to claims that the creditor or**
17 **releasing party does not know or suspect to exist in his or her favor**
18 **at the time of executing the release, and that if known by him or**
19 **her would have materially affected his or her settlement with the**
20 **debtor or released party.**

21 19. The releases identified herein will only be effective on the date that Defendant
22 fully funds the Gross Settlement Amount and its share of the employer taxes.

23 20. This document shall constitute a final judgment pursuant to California Rule of
24 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
25 approval hearing, the court must make and enter judgment. The judgment must include a
26 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
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1 judgment. The court may not enter an order dismissing the action at the same time as, or after,
2 entry of judgment.”

3 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
4 Order, and this Judgment.

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6 **JUDGMENT IS SO ENTERED.**

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8 Dated: _____, 2024

9 Honorable Kenneth R. Freeman
10 Judge of the Superior Court
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