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

GABRIELA GUEVARA, on behalf of
herself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

AGUILASMORALES, INC.; and DOES 2-
100,

Defendants.

Case No. 21STCV47592

[Related to Case No. 22STCV08424]

[PROPOSED] JUDGMENT

Date: June 5, 2024
Time: 10:30 a.m.

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

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s June 5, 2024, Order Granting Plaintiff Gabriela Guevara’s Motion for Final Approval of
5 Class and PAGA Action Settlement (the “Final Approval Order”),

6 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
7 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
8 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
9 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
10 herein by this reference as though set forth in full. Unless otherwise provided herein, all capitalized
11 terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court
12 further directs as follows:

- 13 1. Unless otherwise defined differently in this Order, all capitalized terms used in
14 this Order have the same meaning as they are specifically defined in the Settlement
15 Agreement.
- 16 2. Plaintiff/Class Representative and all Class Members shall take nothing from
17 Defendant except as expressly set forth in the Settlement Agreement filed on
18 November 16, 2023, in conjunction with Plaintiff’s Motion for Preliminary
19 Approval of the Class Action Settlement.
- 20 3. Within sixty (60) calendar days of the Effective Final Settlement Date¹, Defendant
21 AguilasMorales, Inc. (“Defendant”) is ordered to deliver to the Settlement
22 Administrator the First Installment, which shall be comprised \$150,000, plus the
23 applicable Employer Taxes and shall be deposited by the Settlement Administrator
24 into the account established by the Settlement Administrator for administration of
25 the Settlement Agreement.

26
27 ¹ The effective date of this Settlement will be when the final approval of the settlement can no
28 longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the
court grants final approval of the settlement, the date the court enters judgment granting final
approval of the settlement.

4. Within ten (10) calendar days after receiving the First Installment, the Settlement Administrator shall disburse: (1) 42.85% of the Net Settlement Amount to Participating Class Members; (2) 42.85% of the Attorneys Fee Award and Cost Award to Class Counsel; (3) 42.85% of the Class Representative Enhancement Payment to the Class Representative; (4) 42.85% of the Administration Costs to itself; and (5) 42.85% of the PAGA Payment to the LWDA and PAGA Aggrieved Employees.
5. Within ten (10) months after the First Installment was funded, Defendant is ordered to deliver to the Settlement Administrator the First Installment, which shall be comprised \$200,000, plus the applicable Employer Taxes and shall be deposited by the Settlement Administrator into the account established by the Settlement Administrator for administration of the Settlement Agreement.
6. Within ten (10) calendar days after receiving the Second Installment, the Settlement Administrator shall disburse: (1) 57.15% of the Net Settlement Amount to Participating Class Members; (2) 57.15% of the Attorneys Fee Award and Cost Award to Class Counsel; (3) 57.15% of the Class Representative Enhancement Payment to the Class Representative; (4) 57.15% of the Administration Costs to itself; and (5) 57.15% of the PAGA Payment to the LWDA and PAGA Aggrieved Employees.
7. Attorneys' fees in the amount of \$116,666.66 are to be paid to Mara Law Firm, PC ("Class Counsel") from the Gross Settlement Amount for the work done and to be done until the completion of this matter.
8. Attorneys' litigation costs in the amount of \$15,606.90 are to be paid to Class Counsel from the Gross Settlement Amount for actual and necessary costs incurred.
9. The Settlement Administrator, Apex Class Action LLC, shall issue itself a payment of \$8,850, from the Gross Settlement Amount for its work done and to be done until the completion of its administration of the Settlement Agreement.

- 1 10. Plaintiff is hereby approved as the Class Representative and shall receive an
2 Enhancement Payment in the sum of \$7,500.
- 3 11. The employer-side payroll taxes associated with the portion of the settlement
4 attributed to wages shall be paid by Defendant separate and apart from the Gross
5 Settlement Amount.
- 6 12. The remaining Net Settlement Amount shall be distributed by the Settlement
7 Administrator to the Participating Class Members in the manner specified in the
8 Settlement Agreement.
- 9 13. This Judgment is final and binding on Participating Class Members.
- 10 14. By operation of this Judgment, Participating Class Members on behalf of
11 themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors and assigns, release the Released
13 Parties will from any and all claims, debts, liabilities, demands, obligations,
14 penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes
15 of action of whatever kind or nature, whether known or unknown, contingent or
16 accrued, that are alleged or could have been alleged during the Class Period based
17 upon a reasonable interpretation of the facts alleged in the Class Action against
18 Defendant. The release as to these claims will be deemed effective when
19 Defendant funds the settlement.
- 20 15. This Judgment is final and binding on Aggrieved Employees.
- 21 16. By operation of this Judgment, Aggrieved Employees are deemed to release, on
22 behalf of themselves and their respective former and present representatives,
23 agents, attorneys, heirs, administrators, successors and assigns, the Released
24 Parties from any and all claims for civil penalties under the California Labor Code
25 and the Private Attorneys General Act predicated upon the Labor Code violations
26 asserted, as well as any potential penalties, interest or attorneys' fees associated
27 with those violations under California law, to the extent such claims are predicated
28 on claims made or that could have been made during the PAGA Period based on

1 the facts and circumstances alleged in the PAGA Action and Plaintiff's notice to
2 the LWDA against Defendant. Aggrieved Employees will release the Released
3 PAGA Claims even if they opted-out/requested exclusion from the Class
4 Settlement. The release as to these claims will be deemed effective when
5 Defendant funds the settlement.

6 17. The Court hereby approves and orders that the checks for individual settlement
7 payments mailed to Participating Class Members will remain negotiable for 180
8 days. If an envelope mailed to a Settlement Class Member is returned with no
9 forwarding address or the checks are not cashed within 180 days of mailing, then
10 the funds represented by checks returned as undeliverable and those checks
11 remaining un-cashed for more than 180 days after issuance will be sent to the State
12 Controller's Office Unclaimed Property Fund in the names of the applicable
13 payees.

14 18. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order
15 and Judgment on the settlement website.

16 19. The Court, pursuant to California Rule of Court 3.769(h), retains continuing
17 jurisdiction as to all matters relating to the administration and consummation of the
18 settlement as provided in the Settlement Agreement and all other matters covered
19 in this Judgment.

20 **IT IS SO ORDERED.**

21
22 Dated: _____, 2024

23 By _____
24 Honorable Stuart M. Rice
25 Los Angeles Superior Court Judge
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