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and other Class Members Similarly Situated

FILED

Superior Court of California
County of Los Angeles

03/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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

DEONIDES MONTERROSAS, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

THE MOCHI ICE CREAM COMPANY LLC,
THE MOCHI ICE CREAM COMPANY,
CRAIG BERGER; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV02160

Assigned For All Purposes To:
Hon. Carolyn B. Kuhl
Dept. SS-12

CLASS ACTION

[PROPOSED] JUDGMENT

Date: March 12, 2023
Time: 10:30 AM
Dept.: SS12
Judge: Hon. Carolyn B. Kuhl

Trial Date: None
Complaint Filed: January 19, 2022

1 **PROPOSED JUDGMENT**

2 1. In accordance with, and for the reasons stated in the Court's Order Granting Plaintiff's
3 Unopposed Motion for Final Approval of Class Action Settlement and PAGA Settlement,
4 Judgment shall be entered in the above-captioned case whereby Plaintiff DEONIDES
5 MONTERROSAS in Case No. 22STCV02160 ("Plaintiff") and all Participating Class Members
6 and Aggrieved Employees shall take nothing from Defendants THE MOCHI ICE CREAM
7 COMPANY LLC, THE MOCHI ICE CREAM COMPANY, and CRAIG BERGER
8 ("Defendants") except as expressly set forth in the Second Amended Stipulation and Settlement
9 of Class Action and PAGA Claims ("Settlement").
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11 2. Solely for purposes of effectuating the Settlement, this Court has certified a Class
12 defined as "all current and former non-exempt employees of Defendant The Mochi Ice Cream
13 Company, LLC, or its predecessor, Defendant The Mochi Ice Cream Company, in California
14 from January 19, 2018 through December 4, 2022."
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16 3. Aggrieved Employees are defined as "all current and former non-exempt employees
17 of Defendant The Mochi Ice Cream Company, LLC, or its predecessor, Defendant The Mochi
18 Ice Cream Company, in California at any time during from January 5, 2021 through
19 December 4, 2022."
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21 4. Upon the date that Defendant The Mochi Ice Cream Company, LLC, provides the
22 Settlement Administrator with the Gross Settlement Amount, Plaintiff and Participating Class
23 Members will release The Mochi Ice Cream Company, LLC, The Mochi Ice Cream Company,
24 and Craig Berger, together with The Mochi Ice Cream Company, LLC's and/or The Mochi
25 Ice Cream Company's shareholders, officers, directors, current and former employees and
26 agents ("Released Parties") from all claims under federal, state or local law, arising out of the
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1 facts, claims, and theories expressly pleaded in the First Amended Complaint, or any prior
2 Complaints; the facts, claims or theories expressly raised in Plaintiff's notice to the LWDA
3 dated January 5, 2022, regarding Defendants; and/or any facts, claims or theories arising
4 under any applicable IWC Wage Orders, including claims for: (1) failure to provide required
5 meal periods; (2) failure to provide required rest periods, (3) failure to pay overtime wages,
6 (4) failure to pay minimum wage, (5) failure to pay timely wages, (6) failure to pay all wages
7 due to discharged and quitting employees, (7) failure to maintain required records, (8) failure
8 to furnish accurate, itemized wage statements, (9) failure to indemnify employees for
9 necessary expenses incurred in discharge of duties, and (10) unfair and unlaw business
10 practices in violation of the Unfair Competition Law, Calif. Bus. & Prof. Code §§17200 et.
11 seq. ("UCL") that arose during the Class Period. ("Released Claims"). The Class Released
12 Claims shall run from ^{Jan. 19} ~~January 7~~, 2018, to ^{Dec. 4} ~~November 22~~, 2022.
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15 5. In addition to the release set forth above, upon Defendant The Mochi Ice Cream
16 Company, LLC, providing the Gross Settlement Amount to the Settlement Administrator,
17 Plaintiff and all Aggrieved Employees shall be deemed to have released the Released Parties of
18 any and all claims and/or causes of action under PAGA which are based upon the facts, claims
19 and theories expressly pleaded in the First Amended Complaint and/or any prior Complaints,
20 and/or any facts, claims, or theories set forth in the LWDA Notice against Defendants dated
21 January 5, 2022; and arising at any time from January 5, 2021 through December 4, 2022.
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23 6. No individual timely opted out of the Settlement and therefore all Class Members, and
24 Aggrieved Employees, are bound by the terms of this Judgment.
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26 7. This Court shall retain jurisdiction with respect to all matters related to the
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1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
2 the Settlement and the determination of all controversies relating thereto.

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4 8. Plaintiff shall give notice of this Judgment to Class Members, and Aggrieved
5 Employees, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy
6 of the Judgment on the Settlement Administrator's website.

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8 **IT IS SO ADJUDICATED.**

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10 DATED: 03/12/2024



Carolyn B. Kuhl / Judge

11 Hon. Carolyn B. Kuhl
12 Judge of the Superior Court
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