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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

[PROPOSED] JUDGMENT

Date: September 12, 2025
Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Addendum to Class Action and PAGA Settlement Agreement (collectively
3 "Agreement") and Motion for Class Counsel Fees Payment, Litigation Expenses, and Class
4 Representative Service Payment duly came on for hearing on September 12, 2025, before the above-
5 entitled Court. The Parties having settled this action and the Court having entered an Order Granting
6 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
7 therefore,

8 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

9 1. The certification of the Class is confirmed for the purposes of settlement. The Class
10 is defined as: All current and former hourly-paid or non-exempt employees of Defendant Weingart
11 Center Association in California employed during the period from July 7, 2018 to July 22, 2024.

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 are 759 Class Members who worked for Defendant during the Class Period. After providing Notice
15 to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
17 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all Participating Class
18 Members shall take nothing in the Action. Each Party shall bear its own attorneys' fees and costs,
19 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
20 Class Action and PAGA Settlement, and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
24 benefits.

25 5. As of the date the Defendants fully fund the entire Gross Settlement Amount and
26 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, by
27 operation of this Final Judgment, each Class Member who has not validly opted out, has released
28 the "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in

1 the Agreement. The Participating Class Members, including Plaintiff, are bound by the Agreement,
2 the Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.
3 The Participating Class Members, including Plaintiff, are enjoined from prosecuting the Released
4 Class Claims and from initiating or continuing other proceedings regarding the Released Class
5 Claims.

6 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

7 (a) The Released Class Claims are defined as all claims under state, federal, or
8 local law, arising out of the claims expressly pleaded, or that could have been alleged, in Plaintiff's
9 Class Action and all other claims, such as those under the California Labor Code, Wage Orders,
10 regulations and other provisions of law, that could have been asserted based on the facts pleaded in
11 the Class Action at any time during the Class Period including (1) failure to pay overtime wages;
12 (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay
13 minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages
14 during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite
15 payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of
16 California's unfair competition law. The Class Period means the period from July 7, 2018 to July
17 22, 2024.

18 (b) The "Released Parties" means Defendant Center Weingart Association and
19 its former and present directors, officers, shareholders, owners, members, board members, attorneys,
20 insurers, predecessors, successors, assigns, subsidiaries, affiliates and agents.

21 7. After the Court's judgment is final, and Defendant has paid the Gross Settlement
22 Amount (and separately paid the employer-side payroll taxes), by operation of this Final Judgment,
23 the Plaintiff, the Labor and Workforce Development Agency ("LWDA"), the State of California,
24 and each "Aggrieved Employee" has released the Released Parties from the "Released PAGA
25 Claims" for the "PAGA Period" as set forth in the Agreement. Plaintiff, the Aggrieved Employees,
26 the LWDA, and the State of California are bound by the Agreement, the Order Granting Final
27 Approval of Class Action and PAGA Settlement, and this Final Judgment. Plaintiff, the Aggrieved
28 Employees, the LWDA, and the State of California are enjoined from prosecuting the Released

1 PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA
2 Claims.

3 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

4 (a) The Aggrieved Employees are defined as “All current and former hourly-paid
5 or non-exempt employees employed by Defendant within the State of California at any time during
6 the period from April 20, 2021 through July 22, 2024 (the “PAGA Period).”

7 (b) The Released PAGA Claims are defined as all claims and causes of action
8 for civil penalties under PAGA arising at any time during the PAGA Period for the claims that were
9 alleged, or reasonably could have been alleged in Plaintiffs PAGA Action based on the factual
10 allegations and theories stated therein and in Plaintiff’s PAGA Notice. The PAGA Period means the
11 period from April 20, 2021 to July 22, 2024.

12 9. This Court hereby grants final approval and awards the following: (i) \$258,310.00
13 for the Class Counsel Fees Payment and Class Counsel Expenses Payment comprised of 33.33% of
14 the Gross Settlement Amount, or Two Hundred Thirty Three Thousand Three Hundred Ten Dollars
15 and Zero Cents (\$233,310.00) and costs and expenses in the amount of Twenty Five Thousand
16 Dollars and Zero Cents (\$25,000.00); (ii) the Class Representative Service Payment to Class
17 Representative, Rigoberto Rojas, of Seven Thousand Five Hundred Dollars and Zero Cents
18 (\$7,500.00); (iii) Administration Expenses Payment of Ten Thousand Dollars and Zero Cents
19 (\$10,000.00) to Atticus Administration LLC; and (iv) Seventy-Five Thousand Dollars and Zero
20 Cents (\$75,000.00) (75% of the PAGA Penalties) to the Labor and Workforce Development Agency
21 (“LWDA PAGA Payment”); and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (25%
22 of the PAGA Penalties) allocated to Aggrieved Employees (“Individual PAGA Payment”).

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1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(s)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____

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11 Hon. Elihu M. Berle
12 Judge, Superior Court for the State of California,
13 County of Los Angeles
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