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

ANGEL RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

LUCIO MENJIVAR, on behalf of himself and all
other aggrieved employees,

PLAINTIFF,

vs.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation d/b/a
REUPUBLIC MASTER CHEFS TEXTILE
RENTAL SERVICES, and DOES 1 through 10,
inclusive,

DEFENDANTS.

Case No.: 22STCV17855 (Lead)
(Consolidated with Case No. 22STCV10611)

Honorable Elaine Lu
Department 9

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: March 25, 2025
Time: 10:00 a.m.
Dept.: 9

Menjivar Action Filed: March 28, 2022
Rodriguez Action Filed: May 31, 2022
Rodriguez FAC Filed: August 4, 2022
Trial Date: Not Set

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6 Attorneys for Plaintiff Lucio Menjivar and the Class
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1 Plaintiffs Angel Rodriguez and Lucio Menjivar’s (together, “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
3 and Settlement Administration Costs came before this Court on **March 25, 2025 at 10:00 a.m.** before
4 the Honorable Elaine Lu in Department 9 of the above-captioned Court located at Spring Street
5 Courthouse, 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval
8 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and
9 Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class
10 Counsel (Jonathan M. Genish and Rana Nader), the Plaintiffs (Angel Rodriguez and Lucio Menjivar),
11 and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), and the
12 evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval
13 of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant American Textile Maintenance Company doing business as Republic
17 Master Chefs (“Defendant”) (collectively, with Plaintiffs, the “Parties”), including all members of the
18 Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
22 defined as the period from May 31, 2018 through June 23, 2024.

23 3. The Court appoints Plaintiff Angel Rodriguez as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
26 Alexandra Rose of Blackstone Law, APC and Rana Nader and Hengameh S. Safei of Proxy Law Firm
27 LLP as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
22 recognition of Plaintiffs’ efforts in the actions, the Court hereby approves the payments from the Gross
23 Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 each (total,
24 \$15,000.00).

25 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$391,666.66, which shall be divided amongst Class Counsel pursuant
27 to the Amended Joint Prosecution and Attorney Fee Split Agreement.

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1 11. The Court approves the reimbursement of actual litigation costs and expenses to Class
2 Counsel in the sum of \$24,191.22, which shall be divided amongst Class Counsel pursuant to the
3 Amended Joint Prosecution and Attorney Fee Split Agreement.

4 12. The attorneys' fees and reimbursement of litigation costs and expenses to Class
5 Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a
6 reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
7 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

8 13. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$17,500.00 to Apex Class Action LLC for performance of settlement administration
10 services.

11 14. The Court approves and orders payment in the amount of \$37,500.00 to the California
12 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
13 PAGA penalties.

14 15. As of December 31, 2023, Defendant has deposited the Gross Settlement Amount into
15 a Qualified Settlement Fund ("QSF") that was established by the Settlement Administrator. Prior to
16 the Effective Date, the Settlement Administrator will notify Defendant of the amount of the Employer
17 Taxes. It is hereby ordered that no later than five (5) business days of the Effective Date and the date
18 the Settlement Administrator notifies Defendant of the amount of the Employer Taxes, whichever is
19 later, Defendant will deposit the Employer Taxes into the QSF.

20 16. It is hereby ordered that within five (5) business days of the Effective Date, the
21 Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class
22 Members, Individual PAGA Payments to PAGA Members, Attorneys' Fees and Costs to Class
23 Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement
24 Administration Costs to itself. In addition, the Settlement Administrator will reimburse to Defendant
25 an amount equal to the interest earned on the Gross Settlement Amount through the date of distribution
26 of the Gross Settlement Amount. The Settlement Administrator shall also set aside the Employer
27 Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these
28 to the appropriate government authorities.

1 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
2 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
3 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
4 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
5 Division in the name of the Settlement Class Member and/or PAGA Member.

6 18. Upon the Effective Date, Plaintiffs and all Settlement Class Members will be deemed
7 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
8 Released Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
9 expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been
10 alleged based on the factual allegations in the Rodriguez Operative Complaint, arising during the Class
11 Period, under any federal, state, or local law, and shall specifically include claims for Defendant's
12 alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods
13 or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure
14 to pay waiting time penalties upon termination; failure to provide accurate wage statements; violation
15 of California Labor Code Sections 201, 202, 203, 226, 226(a), 226(c), 226.7, 226.7(b), 510, 512,
16 512(a), 1194, 1194.2, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission
17 Order; California Business and Professions Code sections 17200, *et seq.*; and any other claims,
18 including claims for statutory penalties, pertaining to the Class Members (collectively, "Released
19 Class Claims").

20 19. Upon the Effective Date, Plaintiffs, the State of California with respect to all PAGA
21 Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled,
22 compromised, relinquished, and discharged the Released Parties of any and all PAGA claims and/or
23 causes of action which were alleged or could have been alleged based on the factual allegations in the
24 PAGA Letters and Operative Complaints, arising during the PAGA Period, for civil penalties under
25 the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all
26 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
27 wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof;
28 failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties

1 during employment and upon termination; failure to provide accurate wage statements; and failure to
2 provide accurate payroll records; and civil penalties pursuant to California Labor Code Sections 210,
3 226, 226.3, 558, 1174.5, 1197.1, 2698, and 2699 in connection with violations of California Labor
4 Code Sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(b), 510, 512, 512(a), 558, 558.1, 1174,
5 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and Industrial Welfare Commission
6 Wage Order No. 6-2001 (collectively, “Released PAGA Claims”).

7 20. Upon the Effective Date, in addition to the Released Class Claims and Released PAGA
8 Claims, Plaintiffs, for themselves and their respective spouses, heirs and assigns, will be deemed to
9 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
10 Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements,
11 controversies, actions, suites, rights, demands, obligations, guarantees, costs, losses, penalties,
12 expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or
13 unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether
14 in tort, contract, equity, or otherwise which Plaintiffs, at any time of execution of the Settlement
15 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
16 out of, relating to, or resulting from their employment, payment of wages during that employment
17 and/or separation of employment with the Released Parties, including any claims arising under any
18 federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to
19 employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of
20 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act (“ADA”); the
21 Family and Medical Leave Act (“FMLA”); the Age Discrimination in Employment Act (ADEA), the
22 Employee Retirement Income Security Act (“ERISA”); the California Family Rights Act (“CFRA”);
23 the California Fair Employment and Housing Act (“FEHA”); all claims for wages or penalties under
24 the Fair Labor Standards Act (“FLSA”); all claims for wages or penalties under the California Labor
25 Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
26 policy, retaliation, or interference with legal rights; any and all other employment or discrimination
27 laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims
28 or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly

1 construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph
2 expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiffs
3 understand and expressly agree that the Settlement Agreement extends to claims that they have against
4 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
5 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
6 whole or in part, on or before the execution of the Settlement Agreement. Any and all rights granted
7 under any state or federal law or regulation limiting the effect of the Settlement Agreement, including
8 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
9 Section 1542 of the California Civil Code reads as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
11 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
12 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
13 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
14 OR RELEASED PARTY.

15 21. "Released Parties" means Defendant and its present and former officers, directors,
16 members, owners, shareholders, assigns, subsidiaries, attorneys, insurers, successors, predecessors,
17 and affiliates.

18 22. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
20 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
21 Settlement and the determination of all controversies relating thereto.

22 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
23 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
24 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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24. A Non-Appearance Case Review re: Final Report is set for _____ at _____ in Department 9 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: _____

Honorable Elaine Lu