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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SACRAMENTO
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12 KAITLYN NOEL, a minor by and through her
guardian ad litem, DOROTHY NOEL, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 BP VENTURE MANAGEMENT, INC., a
California corporation; and DOES 1 through 10,
17 inclusive,

18 *Defendants.*
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FILED
Superior Court of California
County of Sacramento
10/09/2024
V. Aleman, Deputy

Case No.: 34-2022-00320637-CU-OE-GDS

[Assigned for all purposed to Hon. Lauri A.
Damrell]

CLASS ACTION

**~~PROPOSED~~ JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: September 20, 2024
Time: 9:00 a.m.
Courtroom: Dept. 22
Judge: Hon. Lauri A. Damrell

Action Filed: May 26, 2022
Trial Date: Not Set

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

2 Plaintiff KAITLYN NOEL ("Plaintiff") filed a motion for final approval of a class and
3 representative action settlement of the claims asserted against Defendant BP VENTURE
4 MANAGEMENT, INC. ("Defendant") in this action. This matter came on for hearing on September 20,
5 2024, and the Court issued an Order granting Plaintiff's motion for final approval of a proposed class and
6 representative action settlement ("Final Approval Order"). The settlement is memorialized in the
7 CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the
8 "Agreement" or "Settlement"). (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for
9 Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

10 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13
14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing from
17 Defendants, except as expressly set forth in the Final Approval Order and the Agreement.

18 The Class Members are:

19 All persons employed by Defendant as hourly-paid or non-exempt employees in the
20 State of California at any time during the Class Period (the "Class Period" is the period
21 from May 26, 2018 until April 15, 2023). "Participating Class Member" means a Class
Member who does not submit a valid and timely Request for Exclusion from the Class
portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34, and 8.)

22 One Class Member requested exclusion from the Class. That individual is Syvanna Sill. All other Class
23 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
24 the Action.

25 All Class Members who worked at any time between May 26, 2021 and April 15, 2023, are
26 "Aggrieved Employees" for purposes of distributing the Aggrieved Employees' 25% share of the PAGA
27 Penalties as Individual PAGA Payments. Class Members who are Aggrieved Employees cannot opt out
28 of the release of the PAGA claims and will therefore receive an Individual PAGA Payment, irrespective

1 of whether they are Participating Class Members.

2 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
3 this Order, the Class Representative and each Putative Class Member will release Class claims as
4 follows:

5 All Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
could have been alleged, based on the Class Period facts stated in the Operative
Complaint, including:

- 8 a. Failure to Pay Minimum Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197];
- 9 b. Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198];
- 10 c. Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512];
- 11 d. Failure to Authorize and Permit Rest Breaks [Lab. Code §§ 226.7];
- 12 e. Failure to Indemnify Necessary Business Expenses [Lab. Code § 2802];
- 13 f. Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203];
- 14 g. Failure to Provide Accurate Itemized Wage Statements [Lab. Code § 226]; and,
- 15 h. Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.].

16 Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members do
17 not release any other claims, including claims for vested benefits, wrongful termination,
18 violation of the Fair Employment and Housing Act, unemployment insurance,
disability, social security, workers' compensation, or claims based on facts occurring
outside the Class Period.

19 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
20 this Order, the Aggrieved Employees will release PAGA claims as follows:

21 All Class Members who are Aggrieved Employees are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from all claims for
PAGA penalties that were alleged, or reasonably could have been alleged, based on the
PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

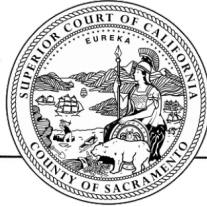
24 Distributions pursuant to the Agreement shall issue in the amounts authorized in the Final
25 Approval Order, according to the deadlines specified in the Agreement.

26 Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
27 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Class
28 Members, and Defendants, for the purposes of:

- 1 (a) supervising the implementation, enforcement, construction, and interpretation of the
2 Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
3 and the Judgment; and
4 (b) supervising distribution of amounts paid under this Agreement.
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6 **IT IS SO ORDERED.**

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8 Dated: 10/09/2024



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10 Hon. Lauri A. Damrell
11 SACRAMENTO SUPERIOR COURT JUDGE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Larry Kazanjian
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Dayra Juarez
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PALMER KAZANJIAN WOHL HODSON, LLP
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Counsel for Defendant BP VENTURE MANAGEMENT, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **August 27, 2024** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature