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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

PATRICIA MICHEL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

M&M THRIFT MANAGEMENT
COMPANY, LLC, a limited liability
company; COMMUNITY THRIFT STORE,
LLC, a limited liability company; VALLEY
THRIFT STORE, LLC, a limited liability
company; JOSEPH MARK ELLISON, an
individual; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV23755

[Honorable David S. Cunningham III]

[PROPOSED] JUDGMENT

1 **[PROPOSED] JUDGMENT**

2 The Court issued an order granting final approval of the class and representative action
3 Settlement (“Final Approval Order”) entered into between Plaintiff Patricia Michel (“Plaintiff”)
4 and Defendants Valley Thrift Store, LLC, M&M Thrift Management Company, LLC, Community
5 Thrift Store, LLC, and Joseph Mark Ellison (“Defendants”) (collectively, “the Parties”).

6 In the Final Approval Order, the Court certified the following the Class:

7 All persons currently and formerly employed by Defendants as non-exempt
8 employees in the State of California between February 9, 2022 and August 9, 2023.

9 **Released Claims by Plaintiff.** Plaintiff’s released claims against Released Parties includes
10 a general release of all claims, including a waiver of Section 1542 of the California Civil Code.
11 Amended Settlement Agreement ¶ III.U.4.

12 **Released Claims by Class Members.** All Class Members who did not timely exclude
13 themselves from the Settlement shall be deemed to have released against Released Parties during
14 the Class Period (i.e., February 9, 2022 and August 9, 2023) the following:

15 Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
16 attorneys’ fees and costs, damages, penalties, prejudgment interest, actions, or causes of
17 action of whatever kind or nature, whether known or unknown, that he or she has ever had,
18 or hereafter may claim to have, for damages, interest, expenses, attorneys’ fees, costs,
19 restitution and equitable relief for the claims alleged in the First Amended Complaint in
20 the Action, or which could have been alleged or asserted based on the facts alleged in the
21 FAC in the Action, including any and all claims for: (1) Failure to Provide Meal Periods;
22 (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Pay Overtime Wages; (4)
23 Failure to Pay Minimum Wages; (5) Failure to Timely Pay All Wages Earned; (6) Failure
24 to Pay all Wages Due Upon Discharge or Termination; (7) Failure to Maintain Required
25 Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Provide
26 Paid Sick Leave; (10) Failure to Provide Suitable Seating; (11) Unreimbursed Business
27 Expenses; and (12) Unfair Business Practices. The Released Claims include claims
28 meeting the above definition under any and all applicable California or federal laws,
statutes, regulations, and Wage Orders. The release will be applicable to the Released
Parties and only applies to periods of time when Class Members were members of the
Class (i.e., excluding periods of time in an exempt position).

Amended Settlement Agreement ¶ I.GG.

29 **Released Claims by PAGA Members.** All PAGA Members shall be deemed to have
30 released against Released Parties during the PAGA Period (i.e., February 9, 2022 and August 9,
31 2023) the following:

All PAGA claims seeking civil penalties under the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, et seq.) predicated on the allegations disclosed in the First Amended complaint in the Action and in the PAGA Letter, including the PAGA claims and allegations for: (1) Failure to Provide Meal Periods; (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Timely Pay All Wages Earned; (6) Failure to Pay all Wages Due Upon Discharge or Termination; (7) Failure to Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Provide Paid Sick Leave; (10) Failure to Provide Suitable Seating; and (11) Unreimbursed Business Expenses. The Effective Date of this release will be the date the Defendants fund the Gross Settlement Amount..

Amended Settlement Agreement ¶ I.BB.

Judgment in this matter is entered in accordance with the terms of the Amended Settlement Agreement and Final Approval Order. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable.

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: 06/17/2024




David S. Cunningham III / Judge
Honorable David S. Cunningham III
Judge of the Superior Court