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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

MANUEL GARCIA, an individual, on behalf  
of himself, and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

SUBRTEX HOUSEWARE INC, a California  
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No. 23STCV15402

**[PROPOSED] JUDGMENT**

Date: January 16, 2026  
Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber  
Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement  
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs, and Class  
3 Representative Payment duly came on for hearing on January 16, 2026, before the above-entitled  
4 Court. The parties having settled this action and the Court having entered an Order Granting Motion  
5 for Final Approval of Class Action and PAGA Settlement and good cause appearing therefore,

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

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.  
8 The Class is defined as all non-exempt employees who are or previously were employed by  
9 Defendant and performed work in California during the Class Period. The Class Period is defined  
10 as the period from July 3, 2019, through May 21, 2024.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,  
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There  
13 are 86 Class Members who worked for Defendant during the Class Period. After providing Notice  
14 to the Class, there are zero opt-outs and zero objections to the Settlement.

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

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

24 5. As of the date the Defendant funds the Gross Settlement Amount, by operation of  
25 this Final Judgment, each Class Member who has not validly opted out, has released the "Released  
26 Class Claims" against the Defendant and all of the "Released Parties" as set forth in the Agreement.  
27 The Participating Class Members, including Plaintiff, are bound by the Agreement, the Order  
28 Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment. The

1 Participating Class Members, including Plaintiff, are enjoined from prosecuting the Released Class  
2 Claims and from initiating or continuing other proceedings regarding the Released Class Claims.

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

4 (a) The Released Class Claims are defined as all class claims alleged, or  
5 reasonably could have been alleged based on the facts alleged, in the operative complaint in the  
6 Action which occurred during the Class Period, and expressly excluding all other claims, including  
7 claims for vested benefits, wrongful termination, unemployment insurance, disability, social  
8 security, workers' compensation, and class claims outside of the Class Period.

9 (b) The "Released Parties" means Defendant and all of their respective current  
10 and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their  
11 affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-  
12 employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal  
13 representatives, any attorneys, insurers, and claims representatives.

14 7. As of the date the Defendant funds the Gross Settlement Amount, by operation of  
15 this Final Judgment, the Plaintiff, the Labor and Workforce Development Agency ("LWDA"), the  
16 State of California, and each "Aggrieved Employee" has released the Released Parties from the  
17 "Released PAGA Claims" for the "PAGA Period" as set forth in the Agreement. Plaintiff, the  
18 Aggrieved Employees, the LWDA, and the State of California are bound by the Agreement, the  
19 Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.  
20 Plaintiff, the Aggrieved Employees, the LWDA, and the State of California are enjoined from  
21 prosecuting the Released PAGA Claims and from initiating or continuing other proceedings  
22 regarding the Released PAGA Claims.

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

24 (a) The Aggrieved Employees are defined as all non-exempt employees who are  
25 or previously were employed by Defendant and performed work in California during the PAGA  
26 Period.

27 (b) The "PAGA Period" is defined as the period from April 26, 2022, to May  
28 21, 2024.

1 (c) The Released PAGA Claims are defined as all PAGA claims alleged in the  
2 operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during  
3 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
4 wrongful termination, unemployment insurance, disability, social security, workers' compensation,  
5 and PAGA claims outside of the PAGA Period.

6 9. This Court hereby grants final approval and awards the following: (i) \$86,597.55 for  
7 Attorneys' Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or  
8 Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) and costs and  
9 expenses in the amount of Nineteen Thousand Nine Hundred Thirty Dollars and Eighty-Nine Cents  
10 (\$19,930.89); (ii) the Class Representative Payment to Class Representative, Manual Garcia, of Five  
11 Thousand Dollars and Zero Cents (\$5,000.00); (iii) Administration Expenses Payment of Five  
12 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$5,990.00) to Apex Class Action LLC;  
13 and (iv) Ten Thousand Dollars and Zero Cents (\$10,000.00) with seventy-five percent (75%) of the  
14 PAGA Payment (\$7,500.00) to the Labor and Workforce Development Agency ("LWDA  
15 Payment"); and the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500.00)  
16 allocated to Aggrieved Employees ("Individual PAGA Payments").

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

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
21 **ORDERED.**

22  
23 DATED: \_\_\_\_\_  
24  
25

26 \_\_\_\_\_  
27 Hon. Theresa M. Traber  
28 Judge, Superior Court for the State of California,  
County of Los Angeles