

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ALYSSA FIGUEROA, an individual, and on
behalf of herself, and on all persons similarly
situated,

Plaintiffs,

v.

CASETTA MANAGEMENT, LLC a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00050082-CU-OE-CTL
[Assigned for all purposes to Hon. Robert C.
Longstreth, Dept. C-65]

~~[PROPOSED]~~ JUDGMENT

Date: April 26, 2024
Time: 8:30 a.m.
Dept.: C- 65
Judge: Hon. Robert C. Longstreth

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and for an Award of Class Counsel Award and Class Representative Service Award duly came on for hearing on April 26, 2024, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all non-exempt employees who are or previously were employed by Casetta Management, LLC, and performed work in California during the period of December 14, 2019 to June 5, 2023.

1 2. All persons who meet the foregoing definition are members of the Settlement Class, except
2 for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

3 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval of Class
4 Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the Settlement
5 Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and costs, except
6 as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class Action
7 and PAGA Settlement, and in this Final Judgment.

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

12 5. As of the date the Defendant funds the Gross Settlement Amount, each Class Member who
13 has not validly opted out, has released the “Released Class Claims” against the Defendant and all of the
14 “Released Parties” as set forth in the Agreement.

15 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below: The
16 Released Class Claims are defined as all class claims that were alleged, or reasonably could have been
17 alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except
18 as expressly set forth in the Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
21 based on facts occurring outside the Class Period.

22 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the Labor
23 and Workforce Development Agency (“LWDA”), the State of California, and each “Aggrieved
24 Employee” has released the Released Parties from the “Released PAGA Claims” as set forth in the
25 Agreement.

26 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below: The
27 Aggrieved Employees are defined as all non-exempt employees who are currently or previously were
28 employed by Casetta Management, LLC, and performed work in California during the period of

1 September 30, 2021 to June 5, 2023. The Aggrieved Employees will release the Released Parties from
2 all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been
3 alleged based on the facts stated in the Operative Complaint, and the PAGA Notice, which occurred
4 during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying
5 wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
6 disability and workers' compensation, and claims outside of the PAGA Period.

7 9. This Court hereby grants final approval and awards the following: (i) ~~\$73,333.33~~ ^{\$ 67,302.39} for the
8 Class Counsel Award comprised of one-third of the Gross Settlement Amount, Or Fifty Three Thousand
9 Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$53,333.33) and costs and expenses
10 in the amount of Thirteen Thousand Nine Hundred Sixty Nine Dollars and Six Cents (\$13,969.06); (ii)
11 the Class Representative Service Award to Class Representative, Alyssa Figueroa, of Five Thousand
12 Dollars and Zero Cents (\$5,000.00) in exchange for a general release; (iii) settlement administration
13 costs of Five Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$5,750.00) to Apex Class
14 Actions, LLC ("Settlement Administration Cost"); and (iv) PAGA Settlement of Ten Thousand Dollars
15 and Zero Cents (\$10,000.00) of which Seventy-Five percent (75% or \$7,500) of the PAGA Settlement
16 will be paid to the Labor and Workforce Development Agency ("LWDA Payment") with the remaining
17 twenty-five percent (25% or \$2,500) to be distributed to the Aggrieved Employees.

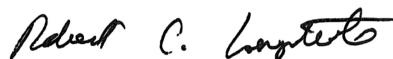
18 10. A compliance hearing is scheduled for December 13, 2024 at 8:30 a.m. Plaintiffs are to
19 file a declaration from the administrator regarding the status of disbursement on or before December 4,
20 2024.

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

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
25 **ORDERED.**

26 **IT IS SO ORDERED.**

27 Dated: 05/17/2024



HON. ROBERT C. LONGSTRETH
JUDGE OF THE SUPERIOR COURT