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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

VALERIE MAE LUNA on behalf of herself,
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES; and
DOES 1-100,

Defendants.

Case No. 22STCV35014

*[Assigned for All Purposes to the
Honorable Elihu M. Berle, Dept.6]*

[PROPOSED] JUDGMENT

Date: June 13, 2023
Time: 9:00 a.m.

Date File: November 3, 2022
Trial Date: None Set

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

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s June 13, 2024, Order Granting Plaintiff Valerie Mae Luna’s Motion for Final Approval of
5 Class and PAGA Settlement, Attorneys’ Fees and Costs, Service Award Payment, Administration
6 Costs, LWDA Payment, and Entering of Final Judgment (the “Final Approval Order”),

7 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
8 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
9 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
10 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
11 herein by this reference as though set forth in full. Unless otherwise provided herein, all capitalized
12 terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court
13 further directs as follows:

- 14 1. Unless otherwise defined differently in this Order, all capitalized terms used in
15 this Order have the same meaning as they are specifically defined in the Settlement
16 Agreement.
- 17 2. Plaintiff/Class Representative and all Class Members shall take nothing from
18 Defendant except as expressly set forth in the Settlement Agreement filed on
19 September 1, 2023, in conjunction with Plaintiff’s Motion for Preliminary
20 Approval of the Class Action Settlement.
- 21 3. Within fourteen (14) calendar days of the Effective Date¹, Defendant ACCU Bio-
22 Chem Laboratories (“Defendant”) is ordered to deliver to the Settlement
23 Administrator the Gross Settlement Amount of \$235,000 which shall be deposited

24
25 ¹ The Effective Date is the date by when both of the following have occurred: (a) the Court enters
26 a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.
27 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
28 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
appellate court affirms the Judgment and issues a remittitur.

1 by the Settlement Administrator into the account established by the Settlement
2 Administrator for administration of the Settlement Agreement.

3 4. Within fourteen (14) days after Defendants' delivery of the Gross Settlement
4 Amount, the Settlement Administrator shall issue payment in accordance with the
5 Court's Final Approval Order and as set forth below.

6 5. Attorneys' fees in the amount of \$78,325.50 are to be paid to Mara Law Firm, PC
7 ("Class Counsel") from the Gross Settlement Amount for the work done and to be
8 done until the completion of this matter.

9 6. Attorneys' litigation costs in the amount of \$12,010.66 are to be paid to Class
10 Counsel from the Gross Settlement Amount for actual and necessary costs
11 incurred.

12 7. The Settlement Administrator, APEX Class Action Administration, shall issue
13 itself a payment of \$5,990, from the Gross Settlement Amount for its work done
14 and to be done until the completion of its administration of the Settlement
15 Agreement.

16 8. Plaintiff is hereby approved as the Class Representative and shall receive a Service
17 Payment Award in the sum of \$10,000.

18 9. The employer-side payroll taxes associated with the portion of the settlement
19 attributed to wages shall be paid by Defendant separate and apart from the Gross
20 Settlement Amount.

21 10. The remaining Net Settlement Amount shall be distributed by the Settlement
22 Administrator to the Participating Class Members in the manner specified in the
23 Settlement Agreement.

24 11. This Judgment is final and binding on Participating Class Members.

25 12. By operation of this Judgment, Participating Class Members on behalf of
26 themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors and assigns, release the Released
28 Parties from (i) all claims that were alleged, or reasonably could have been alleged,

1 based on the facts stated in the Operative Complaints, including, e.g., 1) Failure to
2 Pay All Straight Time Wages; 2) Failure to Pay All Overtime Wages; 3) Failure to
3 Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 4-
4 2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest
5 Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs.
6 tit. 8 § 11040); 5) Knowing and Intentional Failure to Comply with Itemized
7 Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175); 6) Waiting
8 Time Penalties; 7) Violation of Unfair Competition Law (Bus. & Prof. Code §
9 17200, et seq.); and 8) Failure to adopt a compliant sick pay/paid time off policy
10 (Lab. Code §§233, 234, 246). This release will be for the Class Period. Except as
11 set forth in Section 5.3 of this Agreement, Participating Class Members do not
12 release any other claims, including claims for vested benefits, wrongful
13 termination, violation of the Fair Employment and Housing Act, unemployment
14 insurance, disability, social security, workers' compensation or claims based on
15 facts occurring outside the Class Period.

16 13. This Judgment is final and binding on Aggrieved Employees.

17 14. By operation of this Judgment, Aggrieved Employees are deemed to release, on
18 behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors and assigns, the Released
20 Parties from all claims for PAGA penalties that were alleged, or reasonably could
21 have been alleged, based on the facts stated in the Operative Complaints, and the
22 PAGA Notice. This release will be for the PAGA Period.

23 15. The Court hereby approves and orders that the checks for individual settlement
24 payments mailed to Participating Class Members will remain negotiable for 180
25 days. If an envelope mailed to a Settlement Class Member is returned with no
26 forwarding address or the checks are not cashed within 180 days of mailing, then
27 the funds represented by checks returned as undeliverable and those checks
28 remaining un-cashed for more than 180 days after issuance will be sent to the The

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United Way.

16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order and Judgment on the settlement website.
17. The Court, pursuant to California Rule of Court 3.769(h), retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this Judgment.

IT IS SO ORDERED.

Dated: _____, 2024

By _____
Honorable Elihu M. Berle
Los Angeles Superior Court Judge