

1 GUZMÁN & TOKAR LLP
2 Marcia Guzman, Esq. (SBN 298859)
3 Victoria Tokar, Esq. (SBN 304308)
4 440 N. Barranca Avenue, Suite 1354
5 Covina, California 91723
6 General: (626) 427-7128
7 Direct: (213) 347-4529
8 Facsimile: (213) 342-6329
9 Email: service@guzmanandtokar.com

10 *Attorney for Plaintiff and the Aggrieved Employees*

11 PAUL HASTINGS LLP
12 Zachary P. Hutton (SBN 234737)
13 zachhutton@paulhastings.com
14 Anna M. Skaggs (SBN 319179)
15 annaskaggs@paulhastings.com
16 101 California Street, 48th Floor
17 San Francisco, California 94111
18 Telephone: (415) 856-7000
19 Facsimile: (415) 856-7100

20 *Attorneys for Defendant rPlanet Earth Los Angeles LLC*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JASMINE CALSADILLAS, individually,
and on behalf of all other Aggrieved
Employees,

Plaintiff,

v.

rPLANET EARTH LOS ANGELES, LLC, a
DELAWARE limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV06147

~~PROPOSED~~ JUDGMENT

Judge: Hon. Christopher K. Lui
Dept.: 76

Complaint filed: March 20, 2023
Trial date: None set

FILED
Superior Court of California
County of Los Angeles

05/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Le Deputy

1 The parties having settled this action and the Court having entered an Order granting
2 approval of the Settlement, and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order granting approval of
5 the Settlement, plaintiff Jasmine Calsadillas (“Plaintiff”), and all allegedly Aggrieved Employees,
6 shall take nothing by the complaint in this Action.

7 2. Without affecting the finality of this judgment in any way, pursuant to California
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and the
10 Settlement.

11 3. The Court finds that in consideration of Plaintiff’s awarded Service Award,
12 Plaintiff’s Individual PAGA Payment, and the other terms and conditions of the Settlement, as of
13 the date on which Defendant rPlanet Earth Los Angeles LLC (“rPlanet”) fully funds the entire
14 Gross Settlement Amount, Plaintiff and her respective former and present spouses, representatives,
15 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns
16 generally, release and discharge rPlanet and its respective former, current, and future direct and
17 indirect owners, predecessors, successors, heirs, parents, affiliates, subsidiaries, divisions, partners
18 (whether general or limited), directors, officers, employees, agents, attorneys, and insurers (the
19 “Released Parties”) from all claims, transactions, or occurrences that occurred during the period
20 from November 2, 2021 through February 28, 2023 (the “PAGA Period”), including, but not
21 limited to all claims that were, or reasonably could have been, alleged, based on the facts contained
22 in the Operative Complaint and the PAGA Notice, and waives the protection of California Civil
23 Code section 1542, which provides: “A general release does not extend to claims that the creditor
24 or releasing party does not know or suspect to exist in his or her favor at the time of executing the
25 release and that, if known by him or her, would have materially affected his or her settlement with
26 the debtor or released party” (“Plaintiff’s Released Claims.”) Plaintiff’s Released Claims do not,
27 however, include any claims or actions to enforce the Settlement Agreement or to any claims for
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1 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
2 compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

3 4. The Court finds that in consideration for their respective shares of the PAGA
4 Penalties, as of the date on which rPlanet fully funds the entire Gross Settlement Amount, the State
5 of California and all allegedly Aggrieved Employees release, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that
8 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
9 Complaint and the PAGA Notice, including but not limited to claims for civil penalties based on
10 alleged failure to pay for all time worked, failure to pay minimum wages or overtime wages, failure
11 to provide meal and rest periods and/or pay meal and rest period premiums at the regular rate of
12 pay, failure to provide required paid sick leave, failure to provide accurate itemized wage
13 statements, failure to timely pay all wages owed during employment or at termination, failure to
14 keep required records, and failure to reimburse all necessary business expenses, including claims
15 based on Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 247.5, 248.1, 248.6, 510, 512,
16 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, the Industrial Welfare Commission Wage
17 Orders, and any resulting claim for attorneys' fees and costs.

18 5. The Court finds that in consideration for their awarded PAGA Counsel Fees
19 Payment, as of the date on which rPlanet fully funds the entire Gross Settlement Amount, PAGA
20 Counsel release, on behalf of their present and former attorneys, employees, agents, successors
21 and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the
22 Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA
23 Notice.

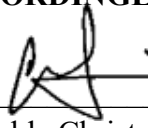
24 6. The parties shall bear his, her, its or their own respective attorneys' fees and costs
25 except as otherwise provided in the Settlement, the Order granting approval of the Settlement, and
26 this Judgment.

27 The Court enters final judgment in the Action in accordance with the Settlement and this
28 Order, subject to the Court's retention of continuing jurisdiction over the Action and the

1 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
2 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
3 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
4 law.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

6 Dated: 05/09/2023, 2023

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8 The Honorable Christopher K. Lui
9 Judge of the Superior Court
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1 **MARCIA GUZMÁN, ESQ. (SBN 298859)**
2 **VICTORIA TOKAR, ESQ. (SBN 304308)**
3 **GUZMÁN & TOKAR LLP**
4 440 N. Barranca Ave., Ste. 1354
5 Covina, California 91723
6 General: (626) 427-7128
7 Direct: (213) 347-4529
8 Facsimile: (213) 342-6329
9 Email: *service@guzmanandtokar.com*

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Superior Court of California,
County of Los Angeles
5/03/2023 2:05 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By W. Apodaca, Deputy Clerk

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

10 JASMINE CALSADILLAS, individually,
11 and on behalf of all other Aggrieved
12 Employees,

13 Plaintiff,

14 vs.

15 rPLANET EARTH LOS ANGELES, LLC,
16 a DELAWARE limited liability company;
17 and DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 23STCV06147

PROOF OF SERVICE

Complaint filed: March 20, 2023

Trial Date: Not Set

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18, not
4 a party to the within action; my business address is: 440 N. Barranca Avenue, Suite. 1354, Covina,
5 California 91723.

6 On May 3, 2023, I served the foregoing document(s) on Defendant(s) described as:

7 **[PROPOSED] JUDGMENT**

8 Served on the interested parties in this action:

9 Attorneys for:
10 rPlanet Earth Los Angeles, LLC:

11 **Zachary Hutton, Esq.**
zachhutton@paulhastings.com
12 **Anna Skaggs, Esq.**
annaskaggs@paulhastings.com
13

14 **PAUL HASTINGS LLP**
101 California Street, Forty-Eighth Floor
15 San Francisco, California 94111

16 XXX : By E-Mail or Electronic Transmission. I caused the documents to be sent to the persons at
17 the email addresses listed above in an Adobe PDF file, and the transmission appeared to be
18 successful.

19 _____: By Mail: I deposited said envelope with postage therein fully prepaid to be placed at in the
20 U.S. Mail at the location stated below. I am “readily familiar” with the firm’s practice of collection
21 and processing correspondence for mailing. I am aware that on motion of the party served, service is
presumed invalid if postal cancellation date or postage meter date is more than one day after date of
deposit for mailing in affidavit.

22 I declare under penalty of perjury under the laws of California that the above is true and
23 correct. Executed on May 3, 2023, at Sacramento, California.

24 **GUZMÁN & TOKAR LLP**

25 By:  _____
26 Arianna Harvey
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