

1 Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
2 H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
3 Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
4 **MOON LAW GROUP, PC**
725 South Figuera Street, 31st Floor
5 Los Angeles, California 90017
Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125

7 Attorneys for Plaintiff Michael Schoenfeld

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO**
11

12 MICHAEL SCHOENFELD, individually, and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 COOLSYS LIGHT COMMERCIAL
SOLUTIONS, INC., a California corporation; and
17 DOES 1 through 10, inclusive

18 Defendants.
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Case No.: 32-2022-00051676-CU-OE-CTL

[PROPOSED] FINAL JUDGMENT

Date: February 7, 2025
Time: 9:00 a.m.
Courtroom: C-60
Judge: Hon. Matthew Braner

Action Filed: December 27, 2022
Trial Date: Not Set

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

2 Plaintiff MICHAEL SCHOENFELD (“Plaintiff”) and Defendant COOLSYS LIGHT
3 COMMERCIAL SOLUTIONS, LLC.¹ (“Defendant”) (Plaintiff and Defendant are the “Parties”) have
4 reached terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private
5 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The Parties filed a Motion for
6 approval of the settlement, memorialized in the PAGA SETTLEMENT AGREEMENT (the
7 “Agreement,” or “Settlement”). A true copy of the Settlement is attached to the Declaration of H. Scott
8 Leviant as **Exhibit 1**. The Court issued an Order (the “PAGA Settlement Order”) granting the Parties’
9 Motion. The PAGA Settlement Order is incorporated herein in its entirety.

10 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
11 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
12 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
13 defined herein, have the same meaning as given in the Settlement Agreement executed by the parties.

14 **JUDGMENT**

15 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
16 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
17 from Defendant, except as expressly set forth in the Settlement, which is attached as Exhibit 1 to the
18 Declaration of H. Scott Leviant in support of Plaintiff’s Motion, and as awarded by the Court.

19 The Aggrieved Employees are:

20 All persons employed by Defendant as hourly-paid or non-exempt employees in the
21 State of California during the PAGA Period (the period between December 24, 2021
through the Effective Date of this Agreement). (Agreement, ¶¶ 1.4 1.18).

22 Pursuant to PAGA, Labor Code § 2699(1)(2), the Labor and Workforce Development Agency (the
23 “LWDA”) has been given timely notice of the Settlement and is therefore bound by this Judgment.

24 As set forth in the Settlement, effective on the date when Defendant fully funds the entire
25 Maximum Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
26 _____

27 ¹ Defendant’s correct name is “CoolSys Light Commercial Solutions, LLC,” and is a Delaware
28 limited liability company—i.e., not “CoolSys Light Commercial Solutions, Inc., a California
corporation” as erroneously named in Plaintiff’s Complaint.

Parties as follows:

Release by Aggrieved Employees: Upon tender of the Gross Settlement Amount to the settlement administrator, the State of California, and anyone purporting to act on its behalf, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections alleged in Plaintiff's PAGA letter. The release will be as to the Released Parties. (Agreement, ¶ 5.2.)

Release by Plaintiff and PAGA Counsel: Upon tender of the Gross Settlement Amount to the settlement administrator, the State of California, and anyone purporting to act on its behalf, including Plaintiff, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections alleged in Plaintiff's PAGA letter. The release will be as to the Released Parties. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (Agreement, ¶ 5.1.)

All payments due under the Settlement will be made pursuant to the Settlement, the PAGA Settlement Order, and this Judgment.

Nothing in this Judgment or the Settlement will be construed as an admission or concession by any party.

Based on the foregoing and in accordance with the Settlement, this action is dismissed with prejudice, each side to bear its own costs and attorneys' fees, except as awarded in the PAGA Settlement Order. Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as well as the Settlement.

JUDGMENT IS ENTERED ACCORDINGLY.

Dated: _____

Hon. Matthew Braner
SAN DIEGO SUPERIOR COURT JUDGE

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

Ellen Bronchetti
Priya Singh
GREENBERG TRAURIG, LLP
101 Second Street, Suite 2200
San Francisco, California 94105-3668
priya.singh@gtlaw.com
ellen.bronchetti@gtlaw.com

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **January 15, 2025** at Los Angeles, California.


Signature