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Attorneys for Plaintiff, MARTHA OLIVARES,
on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARTHA OLIVARES, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

PCI INDUSTRIES, LLC, a Delaware limited
liability company; PACIFIC
CONSOLIDATED INDUSTRIES LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
02/04/2025
David W. Stryker, Executive Officer / Clerk of Court
By: A. Morales Deputy

CASE NO.: 22STCV37965
[Assigned to the Hon. Samantha P. Jessner in
Dept. 7]
~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Class and PAGA Action Settlement Agreement (“Settlement,”
7 “Agreement” or “Settlement Agreement”). All terms used herein shall have the same meaning as
8 defined in the Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons currently or formerly employed by Defendant or PCI Industries, Inc., as hourly-paid, non-
11 exempt employees in the State of California at any time during the period from December 5, 2018
12 through September 15, 2023 (“Class Period”).

13 3. “Aggrieved Employees” means all persons currently or formerly employed by
14 Defendant or PCI Industries, Inc., as an hourly-paid, non-exempt employee in the State of California
15 at any time during the period from December 5, 2021 through September 15, 2023 (“PAGA
16 Period”).

17 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
18 objected to the Settlement.

19 5. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
20 necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
21 Administrator no later than fourteen (14) days after the Effective Date, as defined in the Settlement
22 Agreement.

23 6. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
24 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
25 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
26 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
27 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
28 Payment and the Class Representative Service Payment shall not precede disbursement of Individual

1 Class Payments and Individual PAGA Payments.

2 7. For any Class Member whose Individual Class Payment check or Individual PAGA
3 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing),
4 the Administrator shall transmit the funds represented by such checks to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
6 subject to the requirements of California Code of Civil Procedure Section 384.

7 8. Effective upon entry of this Judgment, entry of an Order granting Final Approval of the
8 Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and
9 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, for
10 the duration of the Class Period, all Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
13 been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure
14 to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to
15 provide compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to provide
16 compliant rest periods, or compensation in lieu thereof; (5) all claims for the failure to pay wages
17 due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) all claims
18 for failure to timely pay wages; (8) all claims for failure to pay interest on deposits; (9) all claims
19 for failure to pay for unused vested vacation time; and (10) all claims asserted through California
20 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations
21 referenced in the Operative Complaint.

22 9. Effective upon entry of this Judgment, entry of an Order granting Final Approval of the
23 Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and
24 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, for
25 the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
28 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative

1 Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code
2 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor
3 Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3,
4 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5,
5 1198.5, 2699, 2802, and 2810.5, and any other Labor Code sections allegedly violated as set forth
6 in the PAGA Notice to the LWDA or the Operative Complaint.

7 10. The “Released Parties” shall include: Defendant and all predecessor or successor legal
8 entities that employed an Aggrieved Employee or Class Member, and any parent and subsidiary
9 corporations, divisions, and other affiliated entities of the Defendant, past and present and future,
10 including, but not limited to PCI Industries, LLC, PCI Industries, Inc., and CS Holding, Inc. and
11 each of their former and present directors, officers, shareholders, owners, members, attorneys,
12 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

13 11. This document shall constitute a Judgment for purposes of California Rules of Court,
14 Rule 3.769(h).

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16 Dated: 02/04/2025, 2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Judge of the Superior Court