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9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 SUSAN ALVAREZ, individually, and on behalf
of all others similarly situated,

14 Plaintiff,

15 vs.
16

17 TROPICANA MANUFACTURING
COMPANY, INC.; and DOES 1 through 10,
18 inclusive,

19 Defendants
20
21

FILED
Superior Court of California
County of Los Angeles
02/06/2026

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

Case No.: 23STCV06663

CLASS AND REPRESENTATIVE ACTION

~~PROPOSED~~ JUDGMENT

JUDGMENT

1 **~~PROPOSED~~ JUDGMENT**

2 In keeping with this Court's Order Granting Final Approval of Class Action and PAGA
3 Settlement ("Final Approval Order"), this Court **HEREBY ADJUDGES AND DECREES AS**
4 **FOLLOWS:**

5 1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California
6 Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this final judgment
7 pursuant ("Judgment") to which Plaintiffs Susan Alvarez and Michael Chavez ("Plaintiffs"),
8 Participating Class Members, and the State of California, California Labor and Workforce
9 Development Agency ("LWDA"), shall take nothing from Defendant Tropicana Manufacturing
10 Company Inc. ("Defendant") (together with Plaintiffs, the "Parties"), except as expressly set forth in
11 the Final Approval Order and in accordance with the terms of the Parties' Class Action and PAGA
12 Settlement Agreement ("Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in
13 Support of Motion for Final Approval of Class Action and PAGA Settlement.

14 2. No Class Members submitted Requests for Exclusion by the December 20, 2025
15 Response Deadline. Accordingly, all 268 Class Members remain in the Class and are bound by this
16 Judgment.

17 3. Pursuant to the Rules of Court, Rule 3.771(a), this Judgment, hence, binds the
18 following Class or Class Members:

19 All persons who worked for Defendant in California as a non-exempt
20 employee at any time during the period from March 27, 2019 through
21 July 31, 2025.

22 4. With regard to the PAGA release component of the Settlement, this Judgment, hence,
23 binds the State of California and the following Aggrieved Employees:

24 All persons who worked for Defendant in California as a non-exempt
25 employee at any time during the period from March 27, 2022 through
26 July 31, 2025.

27 5. Release of Claim. Effective on the date when Defendant fully funds the entire Gross
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
Class Payments, Plaintiffs, Class Members and Class Counsel will release claims against all

Released Parties as follows:

a. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, employees, agents, representatives, partners, investors, administrators, parent companies, DBAs, divisions, and joint venturers.

b. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement in connection with his or her employment or the termination thereof ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them

1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of

the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- c. Released Class Claims by Participating Class Members: All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint, that arose during the Class Period including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) failure to pay any owed vacation; (j) violation of or claims under the following sections of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699.5, 2802; and (k) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except as set forth in Section 5.3 of this Agreement,

1 Participating Class Members do not release any other claims, including claims for
2 vested benefits, wrongful termination, violation of the Fair Employment and
3 Housing Act, unemployment insurance, disability, social security, workers'
4 compensation, or claims based on facts occurring outside the Class Period.

5 d. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
6 Participating Class Members who are Aggrieved Employees, are deemed to
7 release, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors and assigns,
9 the Released Parties from all claims for PAGA penalties that were alleged, or
10 reasonably could have been alleged, based on the PAGA Period facts stated in the
11 Operative Complaint and/or Plaintiffs' PAGA Notice, arising during or with
12 respect to the PAGA Period ("Released PAGA Claims").

13 1) The foregoing release shall be binding on Plaintiffs, the Aggrieved
14 Employees, and the State of California, and shall bar by res judicata any
15 claim under the PAGA brought by any person, including the Aggrieved
16 Employees, on behalf of the State of California, as to any claims
17 predicted on the Released PAGA Claims.

18 6. Following entry of this Judgment, and without affecting the finality thereof, pursuant
19 to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), the Court shall retain
20 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
21 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
22 such post-Judgment matters as are permitted by law.

23 7. In accordance with California Rule of Court 3.771(b), notice of this Judgment shall
24 be given to the Class by the Administrator, who will post an electronic copy on its website for no
25 less than ninety (90) calendar days following entry hereof.

26 8. The Parties shall bear their own respective attorneys' fees and costs, except as
27 otherwise provided for in the Settlement and approved by the Court.

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1 9. This Judgment and the concurrently filed Final Approval Order are intended to be a
2 final disposition of the Action in its entirety and are intended to be immediately appealable.

3 **IT IS SO ADJUDGED.**

4
5 DATE: 02/06/2026



Laura Seigle

THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge