

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
ETHAN C. SURLS (SBN 327605)
esurls@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel: 323-204-3124

Attorneys for Plaintiff
JONATHAN CHANDE

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

JONATHAN CHANDE as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

THE SHADE STORE, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

10/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 23STCV05050

*[Assigned for all purposes to the
Hon. Laura A. Seigle, Department 17]*

**~~PROPOSED~~ CLASS ACTION AND
PAGA SETTLEMENT FINAL
JUDGMENT**

Hearing Date: October 14, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 17

Complaint Filed: March 7, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on October 14, 2024, pursuant
2 to California Rule of Court 3.769 and this Court’s earlier Order Granting Motion for Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Settlement (the “Settlement”) and the submissions of counsel, the Court
5 hereby ORDERS as follows:

6 1. Final judgment in this matter is hereby entered in conformity with the Settlement,
7 the Preliminary Approval Order, and this Court’s Order Granting Plaintiff’s Motion for Final
8 Approval of Class Action Settlement, Class Representative’s Service Payment, and Attorneys’
9 Fees and Costs (“Final Approval Order”).

10 2. The Settlement Class is defined as: All persons employed by Defendant in
11 California and classified as a non-exempt, hourly employee who worked for Defendant during
12 the Class Period. (“Class” or “Class Members”). The “Class Period” as referred to herein shall
13 be from March 7, 2019, through May 12, 2024.

14 3. As of May 12, 2024, by virtue of this Judgment, and upon full funding of the Gross
15 Settlement Amount, Plaintiff and every member of the Settlement Class, will fully release and
16 discharge Defendant The Shade Store, LLC, and each of its former and present directors, officers,
17 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parent
18 companies, subsidiaries, and affiliates (collectively the “Released Parties”) from all Released
19 Claims. Participating Settlement Class Members release the Released Parties from: i) All claims
20 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated
21 in the Operative Complaint and ascertained in the course of the Action, including but not limited
22 to claims for (a) Minimum Wage violations [Lab. Code §§ 1182.12, 1194, 1194.2, 1197]; (b)
23 Failure to Pay Overtime Wages [Lab. Code §§ 204, 510, 558, 1194, 1198]; (c) Meal Period
24 violations [Lab. Code §§ 226.7, 512]; (d) Rest Period violations [Lab. Code §§ 226.7, 516]; (e)
25 Wage Statement violations [Lab. Code § 226, *et seq.*], and (f) waiting time penalties [Lab. Code
26 §§ 201-203]; ii) All claims for unfair business practices under California Business & Professions
27 Code Section 17200 *et seq.* that could have been premised on the claims, causes of action, or legal
28 theories of relief described above in (a)-(f) and which were alleged or that reasonably could have

1 been alleged based on the facts alleged in the Action; and iii) All claims under applicable IWC
2 Wage Orders that could have been premised on the claims, causes of action, or legal theories of
3 relief described above in (a)-(f) and which were alleged or that reasonably could have been
4 alleged based on the facts alleged in the Action, or could have been ascertained during the Action.
5 Except as set forth above, Participating Class Members do not release any other claims, including
6 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
7 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
8 on facts occurring outside the Class Period. This release shall apply to all Participating Class
9 Members and all claims arising during the Class Period. Separate and apart from the Released
10 Claims by Participating Class Members, Plaintiff Chande as an individual provides a complete
11 and general release of all known or unknown claims he may hold through the Effective Date of
12 this Final Judgment. This release shall apply to all Settlement Class Members **except for Richard**
13 **Latasa**, the only Settlement Class Member who elected to opt out of the Settlement.

14 4. In addition, upon full funding of the Maximum Settlement Amount, Plaintiff and
15 every non-exempt employee who worked for Defendant from March 7, 2022 through May 12,
16 2024 ("Aggrieved Employees") will fully release and discharge the Released Parties for any
17 claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004
18 ("PAGA"), for claims that were alleged, or reasonably could have been alleged, based on the
19 PAGA Period facts stated in the Operative Complaint and ascertained in the course of the Lawsuit
20 and the March 7, 2023 letter Plaintiff sent to the California Labor and Workforce Development
21 Agency ("LWDA") ("PAGA Notice"), including any and all claims for civil penalties for
22 violations of Labor Code sections 201, 202, 203, 204, 206, 218.5, 221, 223, 226, 226.3, 226.7,
23 245.5, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2699.2, 2699.3, 2802,
24 2810.5, and IWC Wage Orders (collectively, the "PAGA Released Claims"), regardless of
25 whether the Aggrieved Employee opted out from the Settlement Agreement. The release period
26 shall run from March 7, 2022 through May 12, 2024 ("PAGA Period"). Except as set forth above,
27 Aggrieved Employees do not release any other claims, including claims for vested benefits,
28 wrongful termination, violation of the Fair Employment and Housing Act, unemployment

1 insurance, disability, social security, workers' compensation, or claims based on facts occurring
2 outside the Class Period.

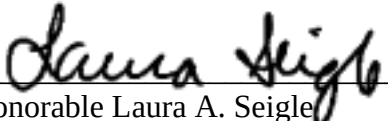
3 5. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
9 Approval Order, and this Judgment.

10 6. The Settlement Administrator shall file a declaration regarding the disbursement
11 of Settlement funds on or before June 23, 2025, and the date for the Final Report
12 (Nonappearance) Hearing shall be set for June 30, 2025 at 8:30 a.m. ~~2025~~. The declaration
13 shall state the date the checks were mailed, the total number of checks mailed to Settlement Class
14 Members, the number of checks that remain uncashed, the total value of those uncashed checks.

15 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

16 Dated: October 14, 2024



17 
18 Honorable Laura A. Seigle
19 Judge of the Superior Court
20 Laura A. Seigle / Judge
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