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Attorneys for Plaintiff Elim Bazan,
as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIM BAZAN, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

CASA MARTIN, LLC, a Limited Liability
Company; CASA MARTIN PROMENADE,
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV04670

[Assigned to Hon. Elihu M. Berle, Dept.6]

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: February 21, 2025
Time: 10 a.m.
Courtroom: Dept. 6
Judge: Hon. Elihu M. Berle

Action Filed: March 2, 2023
Trial Date: Not Set

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

2 Plaintiff ELIM BAZAN (“Plaintiff”) and Defendants CASA MARTIN, LLC and CASA
3 MARTIN PROMENADE, LLC (“Defendants”) reached terms of settlement for a putative class and
4 PAGA representative action. On or about February 21, 2025, the Court issued an Order granting
5 Plaintiff’s motion for final approval of a proposed class and PAGA representative action settlement of
6 the claims asserted against Defendant in this action (“Final Approval Order”). The settlement is
7 memorialized in the AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION
8 SETTLEMENT AGREEMENT (see Declaration of Lilit Tunyan In Support of Plaintiff’s Motion for
9 Final Approval of Class and PAGA Representative Action Settlement [Tunyan Decl.], at Exh. 1). The
10 AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT
11 AGREEMENT is referred to herein as the “Settlement.”

12 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
13 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
14 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiff, all Settlement Class Members, and all PAGA Employees shall take
18 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 The Class Members are:

20 All non-exempt, hourly employees of Defendants who worked for Defendants in
21 California during the Class Period (the “Class Period” is March 2, 2019 through March
22 22, 2024.)

23 There were no objections and requests for exclusion submitted by Class Members.

24 The Court also defines the following “PAGA Employees” impacted by the proposed settlement
25 of PAGA claims:

26 All non-exempt, hourly employees of Defendants who worked for Defendants in
27 California during the PAGA Period (the “PAGA Period” is March 2, 2022 through
28 March 22, 2024.)

Class and PAGA Representative Action claims are released, pursuant to the terms of the

Settlement, as follows:

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members who have not submitted a valid and timely Request for Exclusion as to claims other than the PAGA claim, and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members Who Are Not Aggrieved Employees: 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 past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Operative Complaint, and/or could have been alleged in the Operative Complaint based on the facts, theories, and/or claims alleged in the Operative Complaint, including without limitation any and all alleged failures to pay wages, including tips. Except as set forth in Sections 5.2 and 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Release by Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices letters.

"Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval Order, according to the deadlines specified in the Settlement.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

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2 **IT IS SO ORDERED.**

3 Dated: _____

4 Hon. Elihu M. Berle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT
9 FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA
10 REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a
11 true copy thereof to interested parties as follows and as stated on the attached service list:

12 Anthony J. Zaller
13 azallaer@zallerlaw.com
14 Anne McWilliams
15 amcwilliams@zallerlaw.com
16 Pooja V. Patel
17 ppatel@zallerlaw.com
18 **ZALLER LAW GROUP, PC**
19 999 N. Pacific Coast Highway, Suite 525
20 El Segundo, California 90245
21 Telephone: (323) 592-3505

22 *Attorneys for Defendants Casa Martin, LLC and Casa Martin Promenade, LLC*

23 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
24 to accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above via third-party cloud service
26 **CASEANYWHERE**. I did not receive an error message.

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct.

Executed on December 23, 2024 at Glendale, California.

Lilit Tunyan
Name



Signature