

DAVID GLENN SPIVAK (SBN 179684)
david@spivaklaw.com
LAUREN R. DAVIS (SBN 294115)
lauren@spivaklaw.com
THE SPIVAK LAW FIRM
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094
Facsimile: (213) 634-2485

VENTURA SUPERIOR COURT

FILED

07/03/2025

K. Bieker
Executive Officer and Clerk

Elizabeth Muller
Elizabeth Muller

Attorneys for Plaintiff(s),
HEATHER RODRIGUEZ, and all others similarly situated
(Additional attorneys for Plaintiff(s) on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF VENTURA
(UNLIMITED JURISDICTION)**

HEATHER RODRIGUEZ, on behalf of herself,
all others similarly situated, the general public,
and as an “aggrieved employee” on behalf of
other “aggrieved employees” under the Labor
Code Private Attorneys General Act of 2004,

Case No.: 2023CUOE008247

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Plaintiff(s),

vs.

SCJM2, LLC, a California limited liability
company; and DOES 1–50, inclusive,

Defendant(s).

Hearing Information

Action filed: 4/27/2023
Hearing Date: 7/02/2025
Hearing Time: 8:20 a.m.
Hearing Dept: 42, The Honorable
Ronda J. McKaig



SPIVAK LAW

Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles CA 90067

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
HEATHER RODRIGUEZ, and all others similarly situated



SPIVAK LAW
Employee Rights Attorneys

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West Hollywood CA 90069
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Los Angeles CA 90067

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2 This matter came on for hearing on at 8:20 a.m. in Department 42 of the above-captioned
3 court on Plaintiff's Motion for Final Approval of a Class Action Settlement pursuant to
4 California Rules of Court, Rule 3.769, as set forth in the Class Action and PAGA Settlement
5 Agreement and Class Notice (the "Settlement") filed herewith which provides for a Gross
6 Settlement Amount ("GSA") of \$275,000.00 in compromise of all disputed claims on behalf of
7 current and former hourly, non-exempt employees employed by Defendant SCJM2, LLC
8 ("Defendant") who worked in California during the Class Period. All capitalized terms used
herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior ruling granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
12 received and considered the Settlement, the supporting papers filed by the Parties, and the
13 evidence and argument received by the Court in conjunction with the motions for preliminary
14 and final approval of the Settlement, the Court grants final approval of the Settlement and
15 HEREBY ORDERS, ADJUDGES, DECREES, AND MAKES THE FOLLOWING
DETERMINATIONS:

16 1. The Court has jurisdiction over the subject matter of the Action and over all
17 Parties to the Action, including all Class Members who did not request to be excluded from the
18 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
19 Class Action Settlement of February 24, 2025, the Notice Packet was sent to each Class Member
20 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
21 Settlement, their right to receive their proportional share of the Settlement, their right to request
22 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
23 person or by counsel at the final approval hearing and be heard regarding final approval of the
24 Settlement. Adequate periods of time were provided by each of these procedures. No member
25 of the Class presented written objections to the proposed Settlement as part of this notice
26 process, stated an intention to appear, or actually appeared at the final approval hearing.

27 2. For purposes of this Settlement, "Class" means all hourly, non-exempt
employees of Defendant during the Class Period. Settlement, ¶ 1.5. The "Class Period" means
the period of time from April 28, 2019 through February 24, 2025. Settlement, ¶ 1.12.

1 3. The Court finds and determines that the notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding final approval of the Settlement based on the responses of Class Members. The Court
4 finds and determines that the notice provided in this case was the best notice practicable, which
5 satisfied the requirements of law and due process as to all persons entitled to such notice.

6 4. **Release by Plaintiff and Class Members.** Effective on the date when Defendant
7 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on
8 the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel
9 will release claims against all Released Parties as follows:

10 Plaintiff's Release. Plaintiff and her respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
12 release and discharge Released Parties from all claims, transactions, or occurrences that
13 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
14 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
15 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
16 contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the
17 Action and released under Paragraph 6.3 of the Settlement. ("Plaintiff's Release.") Plaintiff's
18 Release does not extend to any claims or actions to enforce the Settlement, or to any claims for
19 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
20 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
21 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
22 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
23 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
24 or additional facts or Plaintiff's discovery of them. Settlement, ¶ 6.1.

25 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In addition to
26 the releases set forth herein, Plaintiff agrees to a general release with a waiver of any and all
27 individual claims she has or may have against Defendant under California Civil Code Section
28 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes
29 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
30 reads:

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

4 Settlement, ¶ 6.1.1.

5 Release by Participating Class Members Who Are Not Aggrieved Employees: All
6 Participating Class Members, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
8 Released Parties from all claims stated in the Operative Complaint and those based solely upon
9 the facts alleged in the Operative Complaint. Except as set forth in Section 6.3 of the Settlement,
10 Participating Class Members do not release any other claims, including individual claims for
11 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers' compensation, or claims based on
facts occurring outside the Class Period. Settlement, ¶ 6.2.

13 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that could have
14 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing
15 letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved
Employee unless such Aggrieved Employee is a Participating Class Member. Settlement, ¶ 6.3.

16 5. The Court further finds and determines that the terms of the Settlement are fair,
17 reasonable, and adequate, that the Settlement is ordered finally approved, and that all terms and
18 provisions of the Settlement, including the release of claims contained therein, should be and
19 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
20 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
21 Period, all Class Members are hereby deemed to have waived and released all Released Claims
22 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
23 as fully set forth in the Settlement. No objections were received by the Parties or the Court
24 through the date of this Final Order and Judgment. The Court finds that seven (7) Class
25 Member(s)—(1) Melissa Alvarez, (2) Zahava Bost, (3) Janie Do, (4) Michelle Doneux, (5) Loan
26 Pham, (6) Hilda Chachula, and (7) Josephine Pascua—submitted a request for exclusion from
27 the Settlement as determined by the Administrator and therefore are not in the Settlement Class.

6. The Court finds and determines that (a) the Individual Class Payments to be paid
to Participating Class Members and (b) the \$7,500.00 payment to the LWDA (75% of the



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FL 7
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1 \$10,000.00 PAGA Penalty) for the PAGA penalty under the California Labor Code Private
2 Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as
3 provided for by the Settlement are fair and reasonable. The Court hereby grants final approval
4 to, and orders the payment of, those amounts be made to the Participating Class Members and
5 to the California Labor & Workforce Development Agency, in accordance with the terms of the
6 Settlement.

7 7. The Court further grants final approval to and orders that the following payments
8 be made in accordance with the terms of the Settlement:

9 a. A Class Counsel Fees Payment in the amount of \$91,666.67 for
10 attorneys' fees and a Class Counsel Litigation Expenses Payment in the amount of \$8,933.10 to
11 Class Counsel;

12 b. ~~\$10,000.00~~ ^{\$7,500.00} as a Class Representative Service Payment payable to
13 Plaintiff Heather Rodriguez for her service as the Class Representative;

14 c. \$10,950.00 as an Administration Expenses Payment payable to ILYM
15 Group, Inc. for its services as the Administrator;

16 d. Payment of \$7,500.00 (75% of the \$10,000.00 PAGA Penalty) to the
17 LWDA; and

18 e. Employer-side payroll taxes (to be paid in addition to the Gross
19 Settlement Amount by Defendant.

20 8. The settlement administration shall proceed as directed in the Settlement, and no
21 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
22 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
23 of all matters relating to the interpretation, administration, implementation, effectuation and
24 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
25 of Court 3.769(h).

26 9. Within 30 calendar days of the Effective Date, Defendant shall deposit the
27 Settlement proceeds in an account designated by the Administrator: (i) the total amount of all
Individual Class Payments to Participating Class Members, (ii) the Court-approved Class
Counsel Fees Payment and Class Counsel Litigation Expenses Payment, (iii) the Court-
approved Class Representative Service Payment, (iv) the Court-approved costs of the
Administrator, and (v) the payment to the LWDA. Defendant shall also pay its share of the

1 employer-side payroll taxes in addition to the GSA.

2 10. Defendant's payment of such sums shall be the sole financial obligation of
3 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
4 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
5 expenses.

6 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
7 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
8 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Settlement
9 Administrator shall remit any amounts from Voided Settlement Checks and otherwise
10 unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date
11 of entry of the initial judgement, as follows: the Boys and Girls Club of Carlsbad, or alternatively
12 the California Unclaimed Property Fund. The Boys and Girls Club of Carlsbad is referred to
13 hereafter as the "Cy Pres Recipient."

14 12. The Parties shall file a final accounting report by Feb. 17, 2026. A
15 nonappearance case review regarding submission of a final report is scheduled for
16 March 4, 2026 at 8:30.m. in Department 42.

17 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
18 the Parties' obligations under the Settlement or hereunder, including the requirement that
19 Defendant deposits funds for distribution by the Administrator to participating Class Members
20 in accordance with the Settlement.

21 14. The Court hereby enters final Judgment in this case in accordance with the terms
22 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
23 and this Final Order and Judgment.

24 15. The Parties are hereby ordered to comply with the terms of the Settlement.

25 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
26 provided by the Settlement and this Final Order and Judgment.

27 17. The Settlement is not an admission by Defendant nor is this Final Order and
Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used
as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
and Judgment, Settlement, any document referred to herein, any exhibit to any document



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1 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
2 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
3 admission or concession with regard to, the denials or defenses of Defendant, and shall not be
4 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
5 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
6 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
7 and any other papers and records on file in the Action may be filed in this Court or in any other
8 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
10 the Released Class Claims and the Released PAGA Claims.

11 18. This document shall constitute a Judgment for purposes of California Rule of
12 Court 3.769(h).

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

14 Date: 07/02/2025

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16 _____
17 The Honorable Ronda J. McKaig
18 Judge of the Superior Court
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