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and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

MARKEL ROCKE, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

PINK CHICKU LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 23CV413573

[Assigned for all purposes to Hon. Charles F.
Adams, Dept. 7]

[PROPOSED] FINAL JUDGMENT

Action Filed: April 5, 2023
Trial Date: Not Set

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

2 Plaintiff MARKEL ROCKE (“Plaintiff”) and Defendant PINK CHICKU LLC (“Defendant”)
3 (Plaintiff and Defendant are the “Parties”) have reached terms of settlement of this action alleging a
4 claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698,
5 *et seq.* (“PAGA”).

6 Plaintiff, on behalf of the Parties, has filed a Motion for an Order Approving Settlement of
7 Plaintiff’s Claims Brought Pursuant to the Private Attorney General’s Act of 2004 (“PAGA”)
8 (“Motion”) memorialized in the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
9 AGREEMENT AND RELEASE (the “Settlement”). A true copy of the Settlement is attached to the
10 Declaration of Lilit Tunyan as Exhibit 1.

11 The Court granted the Parties’ Motion. The ORDER GRANTING PLAINTIFF’S MOTION FOR
12 AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE
13 PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA Settlement Order”), is
14 incorporated herein in its entirety.

15 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
16 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
17 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
18 defined herein, have the same meaning as given in the Settlement executed by the parties.

19
20 **JUDGMENT**

21 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
22 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
23 from Defendant, except as expressly set forth in the Settlement, and as approved and awarded by the
24 Court.

25 The Aggrieved Employees are:

26 All non-exempt employees who are or were employed by Defendant within the State of
27 California from April 5, 2022 through April 11, 2024.

28 Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce Development

1 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
2 Judgment.

3 PAGA claims are released as follows:

4 The Parties agree and acknowledge that, to the maximum extent permitted by law, the
5 final judgment entered pursuant to this settlement will bind all those who would be
6 bound by a judgment if the Lawsuit had been brought by the LWDA, including
7 Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of
8 civil penalties under the California Private Attorneys General Act, California Labor
9 Code § 2698, et. seq. as against Defendant and each of its past or present owners,
10 officers, directors, employees, agents, shareholders, employees, principals, heirs,
11 representatives, accountants, auditors, consultants, insurers and reinsurers (collectively,
12 the “Released Parties”). It is expressly understood and agreed that this settlement
13 effects a full release of the PAGA claims for civil penalties under the California Private
14 Attorneys General Act, California Labor Code § 2698, et. seq. (“PAGA”) based upon
15 the allegations of Defendant’s conduct set forth in Plaintiff’s pre-filing PAGA notice
16 letter filed with the LWDA attached as Exhibit A upon the Effective Date and full
17 funding of the Gross Settlement amount (all of the foregoing are collectively referred to
18 as “Released PAGA Claims”). With the exception of Plaintiff, who is providing a
19 general release of all claims, this settlement shall not impact aggrieved employees’
20 ability to assert claims (claims for wages and other damages) other than the PAGA
21 claims being released by this Settlement.

22 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
23 terms of the Settlement.

24 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
25 Settlement Order, and this Judgment.

26 Nothing in this Judgment or the Settlement will be construed as an admission or concession by
27 any party.

28 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
prejudice, each side to bear its own costs and attorneys’ fees, except as provided by the Settlement
Agreement.

Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action
for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
well as the Settlement.

JUDGMENT IS ENTERED ACCORDINGLY.

1 Dated: _____

2 Hon. Charles F. Adams
3 SANTA CLARA COUNTY SUPERIOR COURT
4 JUDGE
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] FINAL JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Facsimile: 408-288-5686

[PROPOSED] FINAL JUDGMENT