

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Jaeyoung Lee (SBN 344198)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: jlee@moonlawgroup.com

Attorneys for Plaintiff MAURA GRIJALVA LOPEZ

FILED
Superior Court of California
County of Los Angeles

07/08/2025

David W. Styrba, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

MAURA GRIJALVA LOPEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

DELTA HI-TECH, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV18995

[Assigned for all purposes to the Honorable Laura
Seigle]

CLASS ACTION

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

Date: July 8, 2025

Time: 9:00 a.m.

Courtroom: Dept. 17

Action Filed: August 9, 2023

Trial Date: None Set

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

2 Plaintiff Maura Grijalva Lopez (“Plaintiff”) filed a motion for final approval of a class and
3 representative action settlement of the claims asserted against Defendant DELTA HI-TECH
4 (“Defendant”) in this Action (Plaintiff and Defendant are collectively referred to as the “Parties”).
5 This matter came on for hearing on July 8, 2025, and the Court issued an Order granting Plaintiff’s
6 Motion for Final Approval of Class and Representative Action Settlement (“Final Approval Order”).
7 The settlement is memorialized in the Class Action and PAGA Settlement Agreement and Class Notice
8 (the “Agreement”; the terms of the proposed settlement reflected in the Agreement are referred to as the
9 “Settlement”). (See Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Final Approval
10 of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

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

14 **JUDGMENT**

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

19 The Class Members are:

20 All persons employed by Defendant as hourly-paid, non-exempt employees in the State
21 of California during the Class Period (the “Class Period” is the period from August 9,
22 2019 to December 11, 2024). “Participating Class Member” means a Class Member
who does not submit a valid and timely Request for Exclusion from the Class portion of
the Settlement.

23 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.) No Class Members requested exclusion from the Class. All Class
24 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
25 the Action.

26 All persons employed by Defendant as hourly-paid, non-exempt employees in the State of
27 California during the PAGA Period (August 9, 2022, to December 11, 2024) are Aggrieved Employees
28 for purposes of distributing the \$18,750.00 allocated from the PAGA Penalties to Individual PAGA

1 Payments. Class Members cannot opt out of the release of the PAGA claims and will receive their pro
2 rata share of the \$18,750.00, irrespective of whether they are Participating Class Members.

3 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
4 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Class Members
5 will release claims against all Released Parties¹ as follows:

6 All Participating Class Members, on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, release Released Parties from any and all claims, liabilities, demands,
9 obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of
10 action of whatever kind or nature, whether known or unknown, contingent or accrued
11 that were alleged on behalf of Settlement Class Members in the Action, or reasonably
12 could have been alleged based on the facts and legal theories contained in the First
13 Amended Complaint or any subsequent complaint ("Operative Complaint"), including,
14 but not limited to, claims for (a) minimum wage violations, (b) overtime violations, (c)
15 meal break violations, (d) rest break violations, (e) failure to reimburse, (f) failure to
16 timely pay wages at termination, (g) failure to provide accurate itemized wage
17 statements, (h) Business & Professions Code violations, (i) violations of Labor Code
18 Sections, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512,
19 558, 1021.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802, and (j)
20 violations of any and all applicable IWC Wage Orders, including IWC Wage Order 7.
21 Excluded from this portion of the release are claims for PAGA penalties that were
22 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
23 in the PAGA Notice. Except as set forth in Section 5.3 of [the] Agreement, Participating
24 Class Members do not release any other claims, including claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers' compensation, or claims
27 based on facts occurring outside the Class Period.
28

18 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
19 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and the
20 State of California will release claims against all Released Parties as follows:

21 Plaintiff and the State of California, and anyone purporting to act on its behalf, will
22 release the Released Parties from all claims for civil penalties under PAGA, based on
23 the facts and Labor Code sections that were alleged or reasonably could have been
24 alleged in Plaintiff's PAGA violation notice and/or any amended PAGA violation
25 notice and Complaint, or Amended Complaint, including but not limited to alleged
26 violations of Labor Code Sections, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
27

25 ¹ "Released Parties" means Defendant, and Defendant's former and present parents, subsidiaries or
26 affiliate as defined by Corporations Code § 150, franchisors and franchisees, and its current, former, and
27 future owners, officers, shareholders, directors, members, managers, operators, employees, consultants,
28 vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint
venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity
who or which could be jointly liable with Defendant and all persons or entities acting by, through under
or in concert with any of them.

226.7, 227.3, 510, 512, 558, 1021.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802, and IWC Wage Orders.

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

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

(a) supervising the implementation, enforcement, construction, and interpretation of the Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under the Agreement.

JUDGMENT IS ENTERED ACCORDINGLY.

Dated: 07/08/2025



Laura A. Seigle

Hon. Laura A. Seigle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE
Laura A. Seigle / Judge