BIBIYAN LAW GROUP, P.C.
Keaton Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JOHNNY ELIJAH STINSON, as an aggrieved employee, and on behalf of all other aggrieved employees

[*Additional counsel on following page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JOHNNY ELIJA STINSON, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

v.

PERFECT 85 DEGREES C, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV070989

[Assigned for all purposes to the Hon. Keith Fong in Dept 517]

[PROPOSED] **JUDGMENT**

Action Filed: April 9, 2024
Trial Date: None Set

Arsiné Grigoryan (SBN 319517)
Aram Boyadjian (SBN 334009)
D.LAW, INC.
250 N. Madison Ave., 2nd Floor
Pasadena, California 91101
Tel.: (818) 962-6465
Fax: (818) 962-6469
Emails: a.grigoryan@d.law
a.boyadjian@d.law

Attorneys for Plaintiff, ARTURO GANDARA, as an aggrieved employee, and on behalf of all other aggrieved employees

JUDGMENT

Pursuant to the Order Granting Approval of the Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Approval of Representative Action Settlement ("Order Granting Final Approval") and the Parties' PAGA Settlement Agreement ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Aggrieved Employees" who are covered by the Settlement Agreement are all of Perfect 85's current and former non-exempt employees who worked for Perfect 85 in California during the period from September 15, 2022, to December 31, 2025 ("PAGA Period").

3. Pursuant to the Order Granting Approval and Settlement Agreement, Defendant must fund the settlement account with the Gross Settlement Amount, which, unless increased pursuant to the Settlement Agreement, amounts to $210,000.00.

4. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

5. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

6. All funds shall be disbursed to Plaintiffs' Counsel, Plaintiffs, the Labor Workforce and Development Agency ("LWDA"), the Settlement Administrator, and Aggrieved Employees pursuant to the Order Granting Motion for Approval of Representative Action Settlement. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall distribute the value of the uncashed check to the California Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee.

7. Upon the Effective Date, subject to the Court's continuing jurisdiction to monitor

compliance by Perfect 85 with settlement terms, Plaintiff Stinson, Plaintiff Gandara, the State of California, and all Aggrieved Employees will release the Released Parties from any and all civil penalties claims that were alleged, or that reasonably could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notices, including, but not limited to, any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, *et seq.* for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all wages, including but not limited to minimum, regular, and overtime wages (including based on allegations of pre-shift/post-shift/meal period off-the-clock work claims; rounding; auto deducted time; and regular rate of pay issues); failure to provide separate rest period compensation for nonproductive work; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; and failure to pay all wages due during and upon separation of employment, and including but not limited to PAGA claims predicated on or that could have been predicated on alleged violations of Cal. Lab. Code sections 90.5, 96, 98.6, 200, 201, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.4, 226.6, 226.7, 227.3, 232, 232.5, 245, et seq., 404, 432, 432.3, 432.7, 432.8, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698, et seq., 2802, 2810.5, 2926, 2927, 3366, 3457, 6400, et seq., 6720, 8397.4, Cal. Code Regs., title 8, section 11000, et seq., Business and Professions Code sections 16600, 16700, and 17200-17208, Government Code section 12952, and the provisions within the governing IWC Wage Order.

8. The "Released Parties" means Perfect 85, any potential joint employer or alter ego, and any and all of Perfect 85's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, employees, officers, agents, predecessors, successors, and assigns.

9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

///

///

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____, 2026

_____
Judge of the Superior Court