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

GERARDO TORO, as an individual,
USMAN LOPEZ ESCOBAR, as an
individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

L.A. PROPERTIES HEFFESSE LLC, a
California limited liability company; and
DOES 1 through 10,

Defendants.

Case No. 23STCV26332

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

[PROPOSED] FINAL JUDGMENT

Date: March 25, 2025
Time: 9:00 a.m.
Dept.: SSC-17

1 This matter came on regularly for hearing before this Court on March 25, 2025, pursuant
2 to California Rule of Court 3.769 and this Court's November 18, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Class Action and PAGA Settlement Agreement and Class Notice
5 (referred to hereinafter as "Settlement" or "Settlement Agreement")¹ and the documents and
6 evidence presented in support thereof, and the submissions of counsel, the Court hereby
7 ORDERS and enters JUDGMENT as follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All individuals whom Defendant L.A. Properties Heffesse LLC and/or
12 Joseph Heffesse employed in the positions of maintenance, handyman,
13 administrative, and/or all individuals who assist in business operations and
14 who worked for Defendants in California at any time during the Class
15 Period.

16 Class Period shall mean the time period between October 6, 2019 through
17 November 18, 2024.

18 2. Plaintiffs Gerardo Toro and Usman Lopez Escobar are hereby confirmed as Class
19 Representatives, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul K.
20 Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class of 49 as set forth in the Settlement.
22 The form and manner of notice were approved by the Court on November 18, 2024, and the
23 notice process has been completed in conformity with the Court's Order. The Court finds that
24 said notice was the best notice practicable under the circumstances. The court-approved Class
25 Notice provided due and adequate notice of the proceedings and matters set forth therein,
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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 informed Settlement Class members of their rights, and fully satisfied the requirements of
2 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 4. The Court finds that no Settlement Class member objected to the Settlement, that
4 0 of the 49 class members has opted out of the Settlement, and that the 100% participation rate
5 in the Settlement supports final approval.

6 5. The Court hereby approves the settlement as set forth in the Settlement
7 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
8 Agreement according to its terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
14 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
15 protected the interests of the Settlement Class members; (e) a class action is superior to other
16 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
17 qualified to serve as counsel for the Class Representatives and the Settlement Class.

18 7. The Court orders that Defendants fully fund the Gross Settlement Amount of
19 \$500,000.00, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes
20 by transmitting the funds to the Administrator no later than thirty (30) days after the Effective
21 Date. "Effective Date" means the date by when both of the following have occurred: (a) the
22 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
23 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
24 Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b)
25 if one or more Participating Class Members objects to the Settlement, the day after the deadline
26 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
27 the day after the appellate court affirms the Judgment and issues a remittitur.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that an incentive payment in the amount of \$10,000.00 for
5 Plaintiff Gerardo Toro is appropriate for his risks undertaken and service to the Settlement Class.
6 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that an incentive payment in the amount of \$10,000.00 for
9 Plaintiff Usman Lopez Escobar is appropriate for his risks undertaken and service to the
10 Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders
11 that the Settlement Administrator make this payment in conformity with the terms of the
12 Settlement.

13 11. The Court finds that attorneys' fees in the amount of \$166,666.67 and actual
14 litigation costs of \$16,245.03 for Class Counsel, are fair, reasonable, and adequate, and orders
15 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
16 the terms of the Settlement.

17 12. The Court orders that the Settlement Administrator shall be paid \$5,750.00 from
18 the Gross Settlement Amount for all of its work done and to be done until the completion of this
19 matter, and finds that sum appropriate.

20 13. The Court finds that the payment to the California Labor & Workforce
21 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000
22 settlement of Plaintiffs' representative action under the California Labor Code Private Attorneys
23 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
24 Administrator to distribute this payment to the LWDA in conformity with the terms of the
25 Settlement. The remaining 25% or \$5,000 of the PAGA Amount is to be distributed to the 40
26 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual
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1 PAGA Payment to an Aggrieved Employee is \$192.31, and the average Individual PAGA
2 Payment to be paid is \$125.00.

3 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
4 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendants
5 separately from, and in addition to, the Gross Settlement Amount.

6 15. After the above deductions, attorneys' fees (\$166,666.67), attorneys' litigation
7 costs (\$16,245.03), incentive payments to Plaintiffs (\$20,000.00 or \$10,000.00 each), Settlement
8 Administrator costs (\$5,750.00), and the PAGA Amount to the LWDA (\$15,000.00), the Net
9 Settlement Amount of \$276,338.30 is to be distributed to 49 Settlement Class members, that
10 worked a total of 6,366 workweeks during the Class Period, in conformity with the terms of the
11 Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is
12 \$170.49, the highest Individual Settlement Share is \$11,849.21, and the average Individual
13 Settlement Share to be paid is \$5,537.50.

14 16. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class members, will be bound by the Settlement will
16 have released the Released Claims as set forth in the Settlement, and will be permanently barred
17 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

18 17. Upon the Date on which the full payment of the Gross Settlement Amount and
19 associated employer-side taxes are made by Defendants, by virtue of this Judgment, all
20 Participating Class Members, on behalf of themselves and their respective former and present
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
22 Defendants and their respective former, current and future parent companies, subsidiaries,
23 affiliates, shareholders, managers, members, agents, principals, heirs, representatives (including,
24 without limitation, any investment bankers, accountants, auditors, consultants, insurers,
25 reinsurers, attorneys and any past, present or future officers, directors and employees)
26 predecessors, successors, and assigns ("Released Parties") from all claims that were alleged, or
27 reasonably could have been alleged, based on the facts stated in the operative First Amended
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1 Complaint and/or ascertained in the course of the Action and which occurred during the Class
2 Period. The claims released include, without limitation: (1) failure to pay overtime wages; (2)
3 failure to provide meal periods or provide premium wages in lieu thereof; (3) failure to provide
4 rest periods or provide premium wages in lieu thereof; (4) failure to provide accurate, itemized
5 wage statements; (5) failure to timely pay all wages upon separation of employment; (6) failure
6 to reimburse necessary business expenses; and (9) unfair business practices in violation of
7 Business and Professions Code section 17200, et seq. premised on the above claims; and
8 violation of or liability under California Labor Code under sections 201, 202, 203, 204, 218.5,
9 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1198, 2802 and the relevant Wage Orders
10 issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees
11 and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do
12 not release any other claims, including claims for vested benefits, wrongful termination,
13 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
14 security, workers' compensation, or claims based on facts occurring outside the Class Period.

15 18. All Aggrieved Employees release, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators, successors, and
17 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
18 could have been alleged, based on the facts stated in the operative First Amended Complaint
19 and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred
20 during the PAGA Period. The claims released include, without limitation: (1) failure to pay
21 overtime wages; (2) failure to provide meal periods or provide premium wages in lieu thereof;
22 (3) failure to provide rest periods or provide premium wages in lieu thereof; (4) failure to provide
23 accurate, itemized wage statements; (5) failure to timely pay all wages upon separation of
24 employment; (6) failure to reimburse necessary business expenses, and the relevant Wage Orders
25 issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees
26 and costs.

1 19. Plaintiffs and their respective former and present spouses, representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
3 Released Parties from all claims, transactions, or occurrences that occurred during the Class
4 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
5 alleged, based on the facts contained, in the operative First Amended Complaint; and (b) all
6 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
7 operative First Amended Complaint and Plaintiffs' PAGA Notice ("Plaintiffs' Release").
8 Plaintiffs also agree to release, in addition to the Released Class Claims and Released PAGA
9 Claims described above, all claims, whether known or unknown, under federal law or state law
10 against the Released Parties for the time period October 6, 2019 through the date Plaintiffs
11 execute this Agreement. Plaintiffs' Release does not extend to any claims or actions to enforce
12 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
13 social security benefits, workers' compensation benefits that arose at any time, or based on
14 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts
15 or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
16 true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
17 notwithstanding such different or additional facts or Plaintiffs' discovery of them.
18 Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to: (i)
19 those rights as a matter of law that cannot be waived, including, but not limited to, workers'
20 compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is
21 executed by Plaintiffs; and (iii) rights or claims arising of this Agreement. The Agreement in no
22 way affects Plaintiffs' entitlement and/or benefits to be received by Plaintiffs in workers'
23 compensation pursuant to the jurisdiction of workers' compensation. Plaintiffs also agree to not
24 request an exclusion from this settlement. Any Class Representative Service Payments approved
25 by the Court will result in the issuance of a Form 1099 to the Class Representatives, who shall
26 assume full responsibility and liability for the payment of taxes due on such award. For purposes
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1 of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and
2 benefits, if any, of section 1542 of the California Civil Code, which reads:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY.**

9 20. The Releases identified herein shall be null and void if Defendants fail to fully fund
10 the settlement.

11 21. This document shall constitute a final judgment pursuant to California Rule of
12 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
13 approval hearing, the court must make and enter judgment. The judgment must include a
14 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
15 judgment. The court may not enter an order dismissing the action at the same time as, or after,
16 entry of judgment."

17 22. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
18 Order, and this Judgment.

19 **JUDGMENT IS SO ENTERED.**

20 Dated: _____, 2025

21 _____
22 Honorable Laura A. Seigle
23 Judge of the Superior Court
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