

FILED
Superior Court of California
County of Los Angeles

JAN 20 2026

David W. Slayton, Executive Officer/Clerk of Court
By: K. Mason, Deputy

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

CELIA ZARAGOZA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

JANUS ET CIE, a California Corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV08536

Assigned for All Purposes to Hon. Robert B.
Broadbelt, Dept. 53

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

*[Filed with Notice of Motion and Motion for
Approval of PAGA Settlement and the
Declarations of Kane Moon, Sean Hartranft, and
Celia Zaragoza]*

PAGA APPROVAL HEARING:

Date: January 20, 2026
Time: 10:00 am
Department: 53

Reservation ID: 858699549682

PAGA Notice Case No.

LWDA-CM-992325-23: November 5, 2023

Action Filed: April 4, 2024

FAC Filed: August 12, 2024

Trial Date: None Yet

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Celia Zaragoza ("Plaintiff") seeks approval of the Settlement Agreement (the
3 "Settlement," "Agreement," or "Settlement Agreement") entered into with Defendant Janus Et
4 Cie, ("Defendant") (together with Plaintiff, the "Parties") in full resolution of the above-
5 captioned litigation (the "Action").

6 The Court having duly considered Plaintiff's Notice of Motion and Motion to Approve
7 PAGA Settlement ("PAGA Approval Motion"), the supporting declarations and exhibits
8 thereto, Plaintiff's supplemental declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and having reviewed the record in this Action, and good cause
10 appearing,

(AND JUDGMENT IS ENTERED)

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. The Court, for purposes of this Order and Judgment, incorporates and adopts all
13 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
14 of Kane Moon in Support of PAGA Approval Motion as "Exhibit 1."

15 2. The Court hereby GRANTS the PAGA Approval Motion, and the Settlement
16 Agreement, along with the Settlement Agreement's Amendment, are hereby accepted and
17 approved.

18 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
19 asserted in this action and is authorized to act as a private attorney general with respect to the
20 PAGA claims being released under the terms of the Settlement Agreement. The California Labor
21 and Workforce Development Agency (the "LWDA") was provided with notice of the Settlement
22 Agreement via its online submission process, and no objection to the Settlement Agreement has
23 been received from the LWDA.

24 4. The obligations set forth in the Settlement Agreement are deemed part of this
25 Order and Judgment, and the Parties and the Settlement Administrator are ordered to carry out
26 the Settlement Agreement according to its terms and provisions.

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1 5. Release of Claims. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
3 Parties as follows:

4 a. Plaintiffs' Releases. Plaintiff and Plaintiff's former and present spouses,
5 representatives agents, attorneys, heirs administrators, successors, and
6 assigns agree to a general release any and all claims, transactions, primary
7 rights, or occurrences against Released Parties – which will include
8 without limitation any and all claims which in any way relate to Plaintiff's
9 employment with Defendant, under state or federal law, in tort, common
10 law, statute, contract, or equity, whether or not pled in the Complaints or
11 PAGA Notice, including, but not limited to any claims under the FLSA,
12 Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any
13 Industrial Welfare Commission Wage Order- now existing or arising in the
14 future, based on any act, omission, event, occurrence, primary right, or
15 non-occurrence from the beginning of time to the date of execution hereof
16 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
17 actions to enforce this Agreement, or to any claims for vested benefits
18 unemployment benefits, disability benefits, social security benefits, and
19 workers' compensation benefits that arose at any time, or based on
20 occurrences outside the PAGA Period. Plaintiff acknowledges that
21 Plaintiff may discover facts or law different from, or in addition to, the
22 facts or law that Plaintiff now knows or believes to be true but agrees,
23 nonetheless, that Plaintiff's Release will be and remain effective in all
24 respects, notwithstanding such different or additional facts or Plaintiff's
25 discovery of them. Plaintiff's Release does not extend to any claims or
26 actions to enforce this Agreement, or to any claims for vested benefits,
27 unemployment benefits, disability benefits, social security benefits,
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workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

- b. Plaintiff's Waiver of Rights Under California Civil Code section 1542. For purposes of Plaintiffs' Releases, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- c. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice, including but not limited to claims for: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to indemnify necessary business expenses; (4) failure to timely pay wages during and upon separation of employment; (5) failure to provide complete and accurate itemized wage statements; and (6) Civil Penalties for Violation of Labor Code section 2698 et seq.

- d. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the

1 Operative Complaint and the PAGA Notice.

2 6. The Settlement and the Amendment are not an admission by Defendant, nor is this
3 Order and Judgment a finding of the validity of any allegations or of any wrongdoing by
4 Defendant. Neither this Order and Judgment, the Settlement Agreement, the Amendment, nor any
5 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
6 used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by
7 or against Defendant.

8 7. Defendant shall pay a Gross Settlement Amount of \$182,500.00 pursuant to the
9 terms of the Settlement Agreement:

- 10 a. A payment in the amount of \$62,000.00, payable to the LWDA for civil
11 penalties, pursuant to PAGA;
12 b. A payment in the amount of \$20,666.67, payable to the Aggrieved Employees
13 on a pro rata basis for civil penalties, pursuant to PAGA;
14 c. An award of \$60,833.33, payable to Plaintiff's Counsel, for reasonable
15 attorneys' fees, pursuant to PAGA. Ten percent of the attorney's fee award
16 shall be held by the Administrator until completion of the distribution process;
17 d. An award of up to \$25,000.00, payable to PAGA Counsel, for reasonably
18 attorneys' costs, pursuant to PAGA;
19 e. An award of \$7,500.00 to Plaintiff for the PAGA Representative Service
20 Payment; and
21 f. A payment in the amount of \$6,500.00, payable to the Settlement
22 Administrator, for settlement of administration costs.

23 8. If it is determined that the Pay Periods through the PAGA Period exceeds 7,785
24 by ten percent (10%), then Defendant shall have the option to either: (1) increase the Gross
25 Settlement on a pro rata basis by one percent (1%) for each one percent increase in pay periods
26 over the 10% threshold; or (2) end the PAGA Period on the day the total pay periods exceeds
27 7,785 pay periods by ten percent (10%) or 8,564 pay periods.

1 9. The Court appoints Apex Class Action as the Administrator.

2 10. The Court appoints Plaintiff's counsel of record Kane Moon, and Daniel J. Park
3 of Moon Law Group, PC as Plaintiff House's Counsel.

4 11. The Parties shall bear their own respective attorneys' fees and costs, except as
5 otherwise provided for in the Settlement Agreement and approved by the Court. Defendant and
6 the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees,
7 or for any other charge, expense, or liability relating to the Released Claims and shall be
8 released from all claims as set forth in the Settlement Agreement and in this Order and
9 Judgment.

10 12. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within 30
11 calendar days after entry hereof.

12 13. This Order and Judgment is intended to be a final disposition in its entirety of
13 the above-captioned action. Pursuant to California Code of Civil Procedure section 664, this
14 Court shall retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for
15 purposes of (i) enforcing the Settlement Agreement and/or this Order and Judgment, (ii) addressing
16 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
17 by law.

18 14. ~~The Court sets a Non-Appearence Hearing (Case Review) Re: Distribution on~~
19 ~~, 2026 at a.m./p.m. in Department 53. Plaintiff's Counsel is ordered to file~~
20 ~~a final report and declaration by the Settlement Administrator regarding settlement distribution no~~
21 ~~later than~~

22 14. Judgment is entered as set forth above.

23 15 Plaintiff shall give notice of entry of
24 this order and judgment.

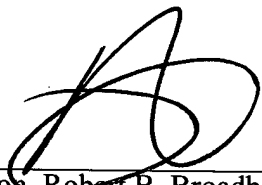
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IT IS SO ORDERED.

DATED: JAN 20 2026



Hon. Robert B. Broadbelt
Judge of the Los Angeles County
Superior Court

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