

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
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: spham@moonlawgroup.com

FILED
Superior Court of California
County of Los Angeles

03/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Attorneys for Plaintiff YULIANNY QUERALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

YULIANNY QUERALEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

NEWAGE GLENDALE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV27699

[Hon. William F. Highberger]

[PROPOSED] FINAL JUDGMENT

Date: March 16, 2026

Time: 1:30 a.m.

Courtroom: Dept. 10

Judge: Hon. William F. Highberger

Action Filed: November 9, 2023

Trial Date: Not Set

PLEASE TAKE NOTICE THAT Plaintiff YULIANNY QUERALES (“Plaintiff”) and

The Parties filed a Motion for approval of the settlement, memorialized in the PAGA SETTLEMENT AGREEMENT (the “Agreement,” or “Settlement”). A true copy of the Settlement is attached to the Declaration of H. Scott Leviant as **Exhibit 1**. The Court issued an Order (the “PAGA Settlement Order”) granting the Parties’ Motion. The PAGA Settlement Order is incorporated herein in its entirety.

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

In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing from Defendant, except as expressly set forth in the Settlement, which is attached as Exhibit 1 to the Declaration of H. Scott Leviant in support of Plaintiff's Motion, and as awarded by the Court.

All persons who worked for Defendant in California as an hourly, non-exempt employee during the PAGA period.¹

(Agreement, ¶¶ 1.4 1.25.)

¹ Under Section 8 and paragraph 8.2 of the Settlement (“Aggrieved Employee Size Estimates and Escalator Clause”), Defendant has chosen the contractual option (Option 2, paragraph 8.2) to truncate the PAGA Period to that date on which Pay Periods during the PAGA Period do not exceed the estimated number of PAGA Periods by more than 10% (or 4,916 Pay Periods), which date Defendant estimates as April 17, 2025.

1 The Court, for purposes of this Judgment, adopts all defined terms as set forth in the Agreement.

2 Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce Development
3 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
4 Judgment.

5 As set forth in the Agreement, Plaintiff, the Aggrieved Employees, and the LWDA release the
6 PAGA claims as follows:

7 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
8 Plaintiff and PAGA Counsel will release claims against all Released Parties² as follows:

9 Release by Plaintiff, Aggrieved Employees and State of California: Plaintiff, on behalf
10 of herself, the Aggrieved Employees, and the State of California, releases all claims
arising under PAGA that were or could have been alleged based on the facts, legal
theories, or causes of action in the PAGA Notice and the Operative Complaint.

11 (Agreement, ¶ 5.3.)³

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

15 (Agreement, ¶ 5.4.)

16 Other than those fees and expenses awarded by the Court pursuant to this Settlement,
17 PAGA Counsel release, on behalf of their present and former attorneys, employees,
agents, successors and assigns, the Released Parties from all claims for attorneys’ fees
18 and expenses incurred in connection with the Operative Complaint and the PAGA
Period and the facts stated in the Operative Complaint and the PAGA Notice. PAGA
19 Counsel will receive only those fees and expenses awarded by the Court pursuant to this
Settlement.

20 (Agreement, ¶ 5.5.)

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

23
24 _____
25 ² Defendant and its parent corporations, sister corporations, affiliates, subsidiaries, divisions,
predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees,
26 attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and
their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of
27 such plans and programs, both individually and in their business capacities (referred to in the Agreement
as the “Released Parties”).

28 ³ The PAGA Notice is attached to the Agreement as Exhibit A.

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

3 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
4 prejudice, each side to bear its own costs and attorneys' fees, except as awarded in the PAGA Settlement
5 Order. Pursuant to this Judgment and California Civil Code section 664.6, the Court retains continuing
6 jurisdiction over this action for purposes of supervising, administering, implementing, interpreting, and
7 enforcing this Judgment and according to the terms of the Settlement.

8
9 **JUDGMENT IS ENTERED ACCORDINGLY.**

10
11
12 Dated: 03/16/2026



Hon. William F. Highberger
LOS ANGELES SUPERIOR COURT JUDGE