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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

LUIS RAMIREZ, on behalf of
himself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

ARGUS PROFESSIONAL STORAGE
MANAGEMENT, LLC; and DOES 1-100,

Defendants.

Case No. 24CV005325

[Consolidated with Case No. 24CV009992]

[PROPOSED] JUDGMENT

Date: November 14, 2025
Time: 9:00 a.m.
Dept.: 23

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

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s November 14, 2025, Order Granting Plaintiff Luis Ramirez’s Motion for Final Approval
5 of Class and PAGA Action Settlement (the “Final Approval Order”),

6 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
7 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
8 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
9 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
10 herein by this reference as though set forth in full. Unless otherwise provided herein, all capitalized
11 terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court
12 further directs as follows:

- 13 1. Unless otherwise defined differently in this Order, all capitalized terms used in
14 this Order have the same meaning as they are specifically defined in the Settlement
15 Agreement.
- 16 2. Plaintiff/Class Representative and all Class Members shall take nothing from
17 Defendant except as expressly set forth in the Settlement Agreement filed on May
18 14, 2025, in conjunction with Plaintiff’s Motion for Preliminary Approval of the
19 Class Action Settlement.
- 20 3. Within ten (10) business days of the Effective Final Settlement Date¹, Defendant
21 Argus Professional Storage Management, LLC (“Defendant”) is ordered to deliver
22 to the Settlement Administrator the Gross Settlement Amount of \$273,500, plus
23 the applicable Employer Taxes, which shall be deposited by the Settlement
24 Administrator into the account established by the Settlement Administrator for
25 administration of the Settlement Agreement.

26
27 ¹ The effective date of this Settlement will be when the final approval of the settlement can no
28 longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the
court grants final approval of the settlement, the date the court enters judgment granting final
approval of the settlement.

4. Within ten (10) business days after receiving the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.
5. Attorneys' fees in the amount of \$91,166.66 are to be paid to Mara Law Firm, PC ("Class Counsel") from the Gross Settlement Amount for the work done and to be done until the completion of this matter.
6. Attorneys' litigation costs in the amount of \$12,893.93 are to be paid to Class Counsel from the Gross Settlement Amount for actual and necessary costs incurred.
7. The Settlement Administrator, Apex Class Action LLC, shall issue itself a payment of \$5,190, from the Gross Settlement Amount for its work done and to be done until the completion of its administration of the Settlement Agreement.
8. Plaintiff is hereby approved as the Class Representative and shall receive an Enhancement Payment in the sum of \$7,500.
9. The LWDA Payment to the Labor and Workforce Development Agency in the sum of \$22,500 (which is 75% of \$30,000 allocated to claims under the Private Attorneys General Act of 2004). The remaining Net PAGA Settlement Amount of \$7,500 shall be distributed by the Settlement Administrator to the Aggrieved Employees in the manner specified in the Settlement Agreement.
10. The employer-side payroll taxes associated with the portion of the settlement attributed to wages shall be paid by Defendant separate and apart from the Gross Settlement Amount.

- 1 11. The remaining Net Settlement Amount of \$126,749.41 shall be distributed by the
2 Settlement Administrator to the Participating Class Members in the manner
3 specified in the Settlement Agreement.
- 4 12. This Judgment is final and binding on Participating Class Members.
- 5 13. By operation of this Judgment, Participating Class Members on behalf of
6 themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors and assigns, release the Released
8 Parties from all claims alleged or that reasonably could have been alleged based
9 on a reasonable interpretation of the facts alleged in the Class Action. All Released
10 Class Claims are limited to the Class Period.
- 11 14. This Judgment is final and binding on Aggrieved Employees.
- 12 15. By operation of this Judgment, Plaintiff, or such other designee who has properly
13 exhausted administrative requirements, acting in the capacity of a representative
14 of the State of California, and on behalf of the group of Aggrieved Employees,
15 shall release any and all claims for civil penalties that could have been asserted by
16 the Labor Commissioner against Defendant under the PAGA during the PAGA
17 Period, Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on
18 claims alleged or reasonably could have been alleged based on a reasonable
19 interpretation of the facts in the PAGA Action and Plaintiff's notice to the LWDA.
20 All Released PAGA Claims are limited to the PAGA Period.
- 21 16. The Court hereby approves and orders that the checks for individual settlement
22 payments mailed to Participating Class Members will remain negotiable for 180
23 days. If an envelope mailed to a Settlement Class Member is returned with no
24 forwarding address or the checks are not cashed within 180 days of mailing, then
25 the funds represented by checks returned as undeliverable and those checks
26 remaining un-cashed for more than 180 days after issuance will be sent to the
27 California State Controller – Unclaimed Property Division.
- 28 17. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order

1 and Judgment on the settlement website.

2 18. The Court sets a Settlement Compliance Hearing for November 13, 2026 at 10:30
3 a.m. in Department 23. This is to confirm that distribution efforts are fully
4 completed, including the distribution of uncashed Participating Class Member
5 checks to the California State Controller – Unclaimed Property Division, that the
6 Administrator’s work is complete, and that the Court’s file thus may be closed. All
7 supporting papers must be filed at least 15 days before the Settlement Compliance
8 Hearing.

9 19. The Court, pursuant to California Rule of Court 3.769(h), retains continuing
10 jurisdiction as to all matters relating to the administration and consummation of the
11 settlement as provided in the Settlement Agreement and all other matters covered
12 in this Judgment.

13
14 **IT IS SO ORDERED.**

15 Dated: _____, 2025

16 By _____
17 Honorable Jill H. Talley
18 Sacramento Superior Court Judge
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