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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SELENA EVINS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PEPPERBUSH HOLDINGS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00023225-CU-OE-CTL

[Assigned to Hon. Carolyn Caietti, Dept. C-70]

[PROPOSED] JUDGMENT

*[Filed with (1) Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration
of Sean Hartranft, and (4) [Proposed] Order]*

PAGA APPROVAL HEARING:

Date:

Time:

Dept.: C-70

Action Filed: May 20, 2024

Trial Date: Not Set

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Selena Evins (“Plaintiff”) seeks approval of a PAGA Settlement Agreement (the
3 “PAGA Settlement”) entered into with Defendant Pepperbush Holdings, LLC (“Defendant”)
4 (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

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

9 **IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court has granted Plaintiffs’ Motion by way of the Court’s Order Granting
11 Plaintiffs’ Motion for Approval of PAGA Settlement (the “PAGA Approval Order”). The PAGA
12 Approval Order is incorporated herein in its entirety.

13 2. The Court now enters Final Judgment following the entry of the PAGA Approval
14 Order. The Final Judgment set forth herein is intended to be a final disposition of the Action in its
15 entirety and is intended to be immediately appealable. All capitalized terms used for purposes of
16 this Final Judgment have the same meaning as given in the PAGA Settlement, unless otherwise
17 indicated.

18 3. In accordance with and for the reasons stated in the PAGA Approval Order, Final
19 Judgment is entered whereby the Plaintiff, the California Labor and Workforce Development
20 Agency (the “LWDA”), and the Aggrieved Employees, shall take nothing from Defendant, except
21 as expressly set forth in the PAGA Settlement.

22 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
23 asserted in this Action and is authorized to act as private attorney general with respect to the PAGA
24 claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code
25 section 2699(l)(2), the LWDA has been given timely notice of the PAGA Settlement, has not
26 objected, and is therefore bound by this Final Judgment.

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

4 a. Plaintiff's PAGA Release. Plaintiff and her respective former and present
5 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
6 administrators, successors, and assigns generally, release and discharge
7 Released Parties from all claims, transactions, or occurrences that occurred
8 during and in any way related to her employment with Defendant, and
9 throughout the PAGA Period, including, but not limited to, all claims that were,
10 or reasonably could have been, alleged, based on the facts contained in the
11 Operative Complaint in the Action and the PAGA Notice, which includes the
12 California Labor Code Private Attorneys General Act of 2004 (PAGA) claims
13 based on Defendant's alleged failure to pay minimum and overtime wages,
14 failure to provide meal periods, failure to authorize and permit rest periods,
15 failure to maintain accurate records for hours worked and meal periods, failure
16 to timely pay wages, failure to provide accurate wage statements, failure to
17 indemnify for necessary business expenses, and all other claims and allegations
18 made or which could have reasonably been made in the Action based on the
19 facts and allegations pled in the Operative Complaint and PAGA Notice
20 ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any
21 claims or actions to enforce this Agreement, or to any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits,
23 workers' compensation benefits that arose at any time, or based on occurrences
24 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover
25 facts or law different from, or in addition to, the facts or law that Plaintiff now
26 knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA
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1 Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.)

3 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

4 In addition to Plaintiff's PAGA Release, Plaintiff expressly waives and
5 relinquishes the provisions, rights, and benefits, if any, of section 1542
6 of the California Civil Code, which reads: "A general release does not
7 extend to claims that the creditor or releasing party does not know or
8 suspect to exist in his or her favor at the time of executing the release,
9 and that if known by him or her would have materially affected his or
10 her settlement with the debtor or released party." (*Id.* at ¶ 5.1.1.)

11 b. Release by Aggrieved Employees. All Aggrieved Employees are deemed to
12 release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, the Released Parties from all claims for PAGA penalties that were
15 alleged, or reasonably could have been alleged, based on the facts stated in the
16 Operative Complaint and the PAGA Notice. (*Id.* at ¶ 5.2.)

17 c. "Released Parties" means: Defendant, including Defendant's joint employers,
18 members, owners, officers, directors, shareholders, agents, assigns, attorneys,
19 insurers, independent contractors, employees, predecessors, successors,
20 parents, subsidiaries, affiliated entities, related entities or other representatives
21 of any kind, and related parties. (*Id.* at ¶ 1.27.)

22 6. All payments due by Defendant for settlement of this Action will be made pursuant
23 to the PAGA Settlement, the PAGA Approval Order, and this Final Judgment.

24 7. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Final Judgment
25 will be construed as an admission or concession by any Party.

26 8. Based on the foregoing and in accordance with the PAGA Settlement, this Action is
27 DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except
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1 as provided by the PAGA Settlement.

2 9. Pursuant to California Code of Civil Procedure section 664, this Court will retain
3 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing
4 the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
5 addressing such post-Judgment matters as are permitted by law.

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7 **JUDGMENT IS SO ENTERED.**

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9 DATED:

10 Hon. Carolyn Caietti
11 Judge of the San Diego County Superior Court
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