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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 14 2025


K. Rahlwes

SG

JUL 15 2025

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DAVID GHUSAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ECMD, INC., a North Carolina corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2404116

Judge Harold W. Hopp
[Assigned to Hon. John D. Molloy, Dept. 5]

~~REVISED PROPOSED~~ JUDGMENT

[Filed with (1) Plaintiff's Declaration, (2) the
Supplemental Declaration of Kane Moon, and (3)
[Revised Proposed] PAGA Approval Order]

CONTINUED PAGA APPROVAL HEARING:

Date: June 13, 2025

Time: 8:30 a.m.

Dept.: 

Complaint filed: July 24, 2024

Trial date: Not set

~~REVISED PROPOSED~~ JUDGMENT

Plaintiff David Ghusar ("Plaintiff") and Defendant ECMD, Inc. ("Defendant") (collectively, the "Parties") have reached a settlement of the above-captioned matter (the "Action") alleging a cause of action for civil penalties pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"). Pursuant to PAGA, Plaintiff has filed a Motion for Approval of PAGA Settlement ("Plaintiff's Motion") seeking approval of the Parties' Amended PAGA Settlement Agreement (the "Settlement"). A true copy of the Settlement is attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Approval of PAGA Settlement.

The Court, having duly considered Plaintiff's Motion, the supporting declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

1. The Court has granted Plaintiff's Motion by way of an Order Granting Motion for Approval of PAGA Settlement (the "PAGA Approval Order"). The PAGA Approval Order is incorporated herein in its entirety.

2. The Court now enters Judgment. 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 have the same meaning as given in the Settlement, unless otherwise indicated.

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

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

5. The "Aggrieved Employees" are:

All current and former non-exempt employees (including drivers) who worked for Defendant in California at any time during the PAGA Period.

6. The “PAGA Period” means:

May 19, 2023, through the date of entry of the Court’s Approval Order.

7. The “Released Parties” are:

Defendant and together with its officers, directors, employees, and agents.

8. Releases of Claims:

a. Scope of Plaintiff’s Release. Upon entry of the Court’s settlement approval order and Defendant’s full funding of the Gross Settlement Amount, Plaintiff will release the Released Parties from any and all claims that Plaintiff has or may have against them related to or arising from Plaintiff’s employment with Defendant (“Plaintiff’s General Release”). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff’s General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff’s discovery of them. Plaintiff’s General Release does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, to any claims that are not releasable as a matter of law or public policy, or to any claims arising after January 17, 2025.

i. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff’s General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, 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.”

ii. Madison v. ECMD, Inc., Class and PAGA Action Settlement. Plaintiff’s General Release does not extend to claims settled in the overlapping class and PAGA action in *Brandon Madison v. ECMD, Inc.*, Ventura County Superior Court Case No. 2024CUOE026931 (filed July 12, 2024); or *Brandon Madison v. ECMD, Inc.*, U.S. District, Central District of California Case No. 2:24-CV-07887 (removed September 12, 2024) (together, the “*Madison Action*”). Upon any court settlement approval order in the *Madison Action*, Plaintiff will receive any amount he may be entitled to as a participating class member and/or aggrieved employee in the *Madison Action*.

b. Released PAGA Claims. Upon entry of the Court’s settlement approval order and Defendant’s full funding of the Gross Settlement Amount, Plaintiff and the State of California will be bound by a release of all claims for civil penalties under the California Private Attorney’s General Act of 2004, Lab. Code §§ 2698, *et seq.*, arising during the PAGA Period and which were alleged in Plaintiff’s May 19, 2024 PAGA Notice to the LWDA, or that reasonably could have been alleged based on the facts asserted therein, and only to the extent asserted in Plaintiff’s July 24, 2024 PAGA Representative Action Complaint filed in the Action (“Released PAGA Claims”). The Released PAGA Claims are limited to all alleged claims for unpaid minimum wages, failure to maintain records, unreimbursed business expenses, and related PAGA penalties alleged Plaintiff in this PAGA action. Per California Supreme Court precedent, a judgment in a PAGA representative action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding. *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 985.

9. Notwithstanding the Released PAGA Claims, the release does not extend to or otherwise affect an Aggrieved Employee’s ability to bring any individual, non-representative claims against Defendant for alleged violations of the Labor Code.

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

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

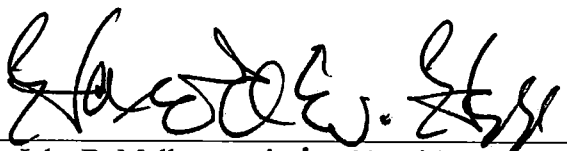
12. Based on the foregoing and in accordance with the Settlement, this Action is **DISMISSED WITH PREJUDICE**, on behalf of Plaintiff and all Aggrieved Employees, solely with respect to the Released PAGA Claims. All other claims, including Plaintiff's individual claims and the representative PAGA claims that are not encompassed within the Released PAGA Claims, appear to be subject to a pending settlement in the *Madison* Action, and therefore, those overlapping claims are hereby **DISMISSED WITHOUT PREJUDICE**.

13. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement, the PAGA Approval Order, or this Judgment.

14. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of the PAGA Approval Order or this Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement, the PAGA Approval Order, and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

JUDGMENT IS SO ENTERED.

Dated: July 14, 2025


Hon. John D. Molloy **Judge Harold W. Hopp**
Judge of the Superior Court, Riverside