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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES / CENTRAL DISTRICT**

JEFF SMOROWSKI on behalf of  
himself and all similarly situated  
persons, and the general public,

Plaintiff,

v.

ARC HOME LLC, a New Jersey  
Corporation; and DOES 1–50,  
inclusive,

Defendants.

Case No.: 23STCV22716

*Assigned for all purposes to the  
Honorable Stuart M. Rice, Dept. 1*

**[PROPOSED] JUDGMENT**

Hearing Date: May 2, 2025  
Time: 10:30 a.m.

[Complaint filed: September 20, 2023]

## **JUDGMENT**

In this action, Plaintiff Jeff Smorowski (“Plaintiff”) asserted various wage-and-hour claims on behalf of a class, as well as on behalf of the State of California and aggrieved employees under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The Parties settled the case, and the operative settlement agreement, as amended, is attached hereto as Exhibit A (the “Settlement Agreement” or “Settlement”).

This Court preliminarily approved the Settlement Agreement in its Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on December 12, 2024 (“Preliminary Approval Order”). It set a hearing for final approval for May 2, 2025, at 10:30 a.m. No objections to the Settlement were received either at or before the May 2, 2025 hearing. The Court then granted final approval of the settlement (the “Final Approval Order”).

In accordance with the Final Approval Order, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. This Judgment is entered in accordance with the Settlement Agreement and the Final Approval Order; the terms of both the Settlement Agreement and the Final Approval Order are incorporated into this Judgment.

2. All capitalized terms in this Order that are not otherwise defined in this Order shall have the same meaning as defined in the Settlement Agreement.

3. As provided in the Settlement, the Class is defined as:

a. All current and former exempt and non-exempt employees who worked for Defendant in California during any portion of the Class Period. The Class Period is from September 20, 2019 through December 12, 2024, the date of the Preliminary Approval Order.

4. All Class Members that have not timely requested exclusion from the Settlement are bound by the Settlement and identified herein as “Participating Class Members.” Pursuant to their request Cali Fresch, is excluded from the Participating Class Members.

5. As provided in the Settlement, there is also one group of PAGA Members for the

purposes of the Labor Code Private Attorneys General Act (“PAGA”):

a. All current and former exempt and non-exempt employees who worked for Defendant in California during any portion of the PAGA Period. The PAGA Period is from September 20, 2022 through December 12, 2024, the date of the Preliminary Approval Order.

6. Plaintiff, Participating Class Members, the State of California and its Labor Workforce and Development Agency (“LWDA”), and the PAGA Members shall take from the Action and LWDA Notice only the relief set forth in (a) the Settlement Agreement and (b) the Final Approval Order.

7. As of the Effective Date, Plaintiff and all Participating Class Members, on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to fully and finally release and discharge Defendant and each of its past, present, and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”), from the Released Claims. For purposes of the Agreement, the “Released Claims” are defined as all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the Action or that reasonably could have been pleaded or asserted based upon the facts alleged in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal rounding; misclassification; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; failure

to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; unauthorized or improper deductions; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; and the FLSA, 29 U.S.C. Section 201, et seq. This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be the Class Period.

8. As of the Effective Date, Plaintiff, the LWDA, and each and all PAGA Members, on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to fully and finally release and discharge the Released Parties, and each of them, of all Released Claims arising during the PAGA Period that reasonably could have been pleaded or asserted based upon the facts alleged in the Action and/or LWDA Notice.

9. Pursuant to Labor Code § 2699(l)(3), Class Counsel shall submit the Final Approval Order and this Judgment to the California Labor and Workforce Development Agency within 10 days after the date of this Judgment.

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10. Pursuant to California Rules of Court Rule 3.769(h), this Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and this Judgment.

Dated: \_\_\_\_\_

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HONORABLE STUART M. RICE  
Judge of the Superior Court of California