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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ANA RAMIREZ, individually, and on behalf of  
all others similarly situated,

*Plaintiffs,*

v.

PFC MANAGEMENT LLC, a Delaware limited  
liability company; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: 24STCV21957

*[Assigned for All Purposes to the Hon.  
Samantha Jessner, Dept. 7]*

**[PROPOSED] FINAL JUDGMENT**

Final Approval Hearing:

Date: October 14, 2025

Time: 10:00 a.m.

Dept: 7

Action Filed: August 27, 2024

1           The Parties having settled this action and the Court having entered an Order Granting  
2 Final Approval of Settlement and good cause appearing therefore, IT IS HEREBY ORDERED,  
3 ADJUDICATED AND DECREED THAT:

4           1.       Except as set forth in the Settlement Agreement and the Order Granting Final  
5 Approval of Settlement, plaintiff Ana Ramirez (“Plaintiff”), and all members of the Class, shall  
6 take nothing by their complaint in this Action.

7           2.       Without affecting the finality of this judgment in any way, pursuant to California  
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to  
9 the interpretation, administration, implementation, effectuation, and enforcement of this order  
10 and the Settlement.

11          3.       Upon completion of administration of the Settlement, the Settlement  
12 Administrator will provide written certification of such completion to the Court and counsel for  
13 the Parties. The Court sets a compliance hearing date of \_\_\_\_\_, at  
14 \_\_\_\_\_ a.m. / p.m. in Dept. 7 of the above-entitled Court, and the written certification of  
15 the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

16          4.       The Court finds that in consideration for their awarded Class Member Payment  
17 portions of their Individual Settlement Payments, as of the date the Settlement becomes final  
18 and is fully funded, all Class Members (other than those Class Members who timely and validly  
19 elected not to participate in the Settlement) release all claims, rights, demands, liabilities, and  
20 causes of action, alleged or which could have reasonably been alleged based on the facts alleged  
21 in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight  
22 time wages, and any claim for unpaid or underpaid sick time leave (pursuant to Cal. Labor Code  
23 §§ 204, 210, 246, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant  
24 to Cal. Labor Code §§ 210, 510, 1194, and 1198); (3) failure to provide meal periods (pursuant  
25 to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods  
26 (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at  
27 termination (pursuant to Cal. Labor Code §§ 201-203 and 213(d)); (6) failure to provide accurate  
28 itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to

1 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to  
2 produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5);  
3 and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*)  
4 (“Released Class Claims”). The enumeration of these specific claims shall neither enlarge nor  
5 narrow the scope of *res judicata* based on the claims that were asserted in the Action or could  
6 have been asserted in the Action based on the facts and circumstances alleged in the operative  
7 Complaint. The Released Class Claims are those that accrued during the Class Period (August  
8 27, 2020, through April 30, 2025).

9         5.       The Court finds that in consideration for their awarded portions of the PAGA  
10 Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California  
11 and all Aggrieved Employees release All Aggrieved Employees will release all claims for  
12 PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts  
13 alleged in the operative Complaint and in Plaintiff’s November 1, 2024 and November 18, 2024  
14 PAGA Notices, including but not limited to: (1) failure to pay minimum and straight time wages  
15 (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to  
16 pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide  
17 meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and  
18 permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay  
19 final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure  
20 to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3);  
21 (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8)  
22 failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and  
23 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued  
24 wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate  
25 records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5);  
26 (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174,  
27 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8);  
28 (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and

1 hour violations (pursuant to Cal. Labor Code § 558) (“Released PAGA Claims”). The Released  
2 PAGA Claims are those that accrued during the PAGA Period (May 31, 2023, through June 20,  
3 2025). All Aggrieved Employees will release the Released PAGA Claims, and will receive an  
4 Individual PAGA Payment, regardless of whether they elect not to participate in the Settlement.

5 6. In consideration of Plaintiff’s awarded Class Representative Service Payment,  
6 Plaintiff’s Individual Settlement Payment, and the other terms and conditions of the Settlement,  
7 as of the date the Settlement is final and fully funded, Plaintiff releases the claims set forth in  
8 Section 5.1 of the Settlement Agreement.

9 7. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs  
10 except as otherwise provided in the Settlement, the Order Granting Final Approval of  
11 Settlement, and this Judgment.

12 The Court enters final judgment in the Action in accordance with the Settlement and this  
13 Order, subject to the Court’s retention of continuing jurisdiction over the Action and the  
14 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for  
15 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and  
16 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable  
17 law.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

19  
20 Dated: \_\_\_\_\_

21 \_\_\_\_\_  
22 HONORABLE SAMANTHA JESSNER  
23 JUDGE OF THE SUPERIOR COURT  
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