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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JOSE LUIS VELASQUEZ, on behalf of all
others similarly aggrieved,

Plaintiffs,

vs.

WATER DAMAGE RESCUE, INC., a
California corporation, ORI LAZAROVITS,
an individual, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21STCV46033

[PROPOSED] JUDGMENT

Date: February 6, 2024
Time: 8:30 a.m.

Judge: Hon. Holly J. Fujie
Dept.: 56

1 Plaintiffs' motion for an order finally approving the Class and PAGA Action Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, and Class Representative Service Payment duly came on for hearing on
4 February 6, 2024, before the above-entitled Court. The parties having settled this action and the
5 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
6 Settlement and good cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all current and former non-exempt California employees who worked for
10 Water Damage Rescue, Inc. at any time during the Class Period." The Class Period is defined as
11 the period between December 17, 2017 and July 17, 2023.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fully fund the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendants as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims means all claims that were alleged, or reasonably could have been
28 alleged, based on the facts stated in the Complaint, including but not limited to claims for unpaid

1 minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal
2 period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums;
3 failure to timely pay final wages; failure to provide complete wage statements; failure to reimburse
4 business expenses; failure to provide personnel files; violation of relevant and/or applicable sections
5 of the relevant Industrial Welfare Commission Wage Order(s); and unfair competition under
6 Business & Professions Code sections 17200, et seq. arising from violations of the above the Labor
7 Code sections. The operative release period for the Released Class Claims is the Class Period.
8 Participating Class Members do not release any other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, workers' compensation, or claims based on facts occurring outside the
11 Class Period.

12 7. As of the date the Defendants fully fund the Gross Settlement Amount, the Plaintiffs,
13 the Labor and Workforce Development Agency ("LWDA"), the State of California, and each
14 "Aggrieved Employee" has released the Defendants from the "Released PAGA Claims" for the
15 "PAGA Period" as set forth in the Agreement.

16 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
17 The Aggrieved Employees are defined as all current and former non-exempt California employees
18 who worked for Defendants at any time during the PAGA Period. The PAGA Period means the
19 period between October 13, 2020 through July 17, 2023. The Released PAGA Claims are defined
20 as all claims for PAGA penalties that were alleged in the Complaint and Plaintiffs' PAGA Notices,
21 or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA
22 Notices, including but not limited to PAGA claims premised on violation of Labor Code sections
23 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450,
24 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1190, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198,
25 1198.5, 2441, 2802, 2804, 2810.5, and applicable sections of the relevant Industrial Welfare
26 Commission Wage Order(s). The operative release period for the Released PAGA Claims is the
27 PAGA Period.

1 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
2 Thirty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$238,333.33)
3 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two
4 Hundred Thirteen Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
5 (\$213,333.33) and actually incurred expenses in the amount of Twenty-Five Thousand Dollars and
6 Zero Cents (\$25,000.00); (ii) the Service Awards to Plaintiffs Jose Luis Velasquez and Marvin
7 Glenn Holloway in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each in
8 exchange for a general release; (iii) administration expenses of Ten Thousand Dollars (\$10,000.00)
9 to Apex Class Action, LLC (“Administration Expenses”); and (iv) Thirty Thousand Dollars and
10 Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development
11 Agency (“LWDA Payment”).

12 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
13 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
14 California Labor Code section 2699(1)(3).

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
16 **ORDERED.**

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19 DATED: _____, 2024
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21 _____
22 Hon. Holly J. Fujie
23 Judge, Superior Court for the State of California,
24 County of Los Angeles
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