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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

NOEMY FLORES and KIMBERLY
WUJEK, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

AVEN GROUP, INC., a California
corporation; AVEN CARE PROVIDERS,
INC., an entity of unknown origin; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. 21STCV36642

[PROPOSED] JUDGMENT

Date: February 11, 2025
Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman
Dept.: 14

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on February 11, 2025, before the above-entitled
4 Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefore,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all non-exempt employees who are or previously were
10 employed by Defendant AVEN GROUP, INC. and/or Defendant AVEN CARE PROVIDERS,
11 INC. (hereinafter "Defendants") and performed work in California ("Class") at any time during
12 the period commencing October 5, 2017, through August 24, 2023 ("Class Period")."

13 2. All persons who meet the foregoing definition are members of the Settlement
14 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
15 Class. There are 36 participating Class Members who worked for Defendants during the Class
16 Period. There were 36 Class Members who worked for Defendants during the Class Period. After
17 providing Notice to the Class, there are zero requests for exclusion and zero objections to the
18 Settlement.

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

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

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1 5. As of the date the Defendants fully fund the entire Gross Settlement Amount,
2 Plaintiffs and each Class Member who has not validly opted out has released the “Released
3 Parties” from the “Released Class Claims” as set forth in the Agreement.

4 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5 (a) The “Released Class Claims” are defined as all class claims alleged, or
6 reasonably could have been alleged based on the facts alleged, in the Action with occurred during
7 the Class Period, and expressly excluding all other claims, including claims for vested benefits,
8 wrongful termination, unemployment insurance, disability, social security, workers’
9 compensation, and class claims outside of the Class Period.

10 (b) The “Released Parties” means Defendants and all of their respective current
11 and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
12 affiliated entities, and each of their respective owners, officers, directors, managing agents,
13 exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or
14 legal representatives, any attorneys, insurers, and claims representatives.

15 7. As of the date the Defendants fully fund the entire Gross Settlement Amount, the
16 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
17 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
18 Claims” for the “PAGA Period” as set forth in the Agreement.

19 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

20 (a) The “Aggrieved Employees” are defined as all non-exempt employees who
21 are or previously were employed by Defendants and performed work in California at any time
22 during the period of July 30, 2020, through August 24, 2023 (“PAGA Period”).

23 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in
24 the operative complaint in the Action and Plaintiffs’ PAGA notice to the LWDA which occurred
25 during the PAGA Period, and expressly excluding all other claims, including claims for vested
26 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
27 compensation, and PAGA claims outside of the PAGA Period.

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1 (c) The “PAGA Period” means the period of July 30, 2020, through August 24,
2 2023.

3 9. This Court hereby grants final approval and awards the following: (i) \$53,333.33
4 for the Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement
5 Amount, or \$38,333.33, and litigation expenses in the amount of \$15,000.00 (ii) the Class
6 Representative Payment to the Class Representatives, Noemy Flores and Kimberly Wujek, in the
7 amount of \$10,000.00 each, in exchange for a general release; (iii) Administration Expenses
8 Payment of \$3,500.00 to Apex Class Action, LLC; and (iv) \$3,750.00 (75% of the PAGA
9 Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and \$1,250.00
10 (25% of the PAGA Payment) allocated to the Aggrieved Employees for the Individual PAGA
11 Payments.

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: _____, 2025

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21 _____
22 Hon. Kenneth R. Freeman
23 JUDGE OF THE SUPERIOR COURT
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