

10/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

NELSON MIRANDA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

CA GLATT MART, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV13006

[Assigned for all purposes to the Hon. Elaine
Lu in Dept. 9]

~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion
5 for Final Approval of Class Action and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' First Amended Class Action and PAGA Settlement Agreement and
7 Release of Class Action ("Settlement," "Agreement" or "Settlement Agreement"). All terms used
8 herein shall have the same meaning as defined in the Settlement Agreement.

9 2. The "Settlement Class" "Settlement Class Members" or "Class Members" are all
10 persons currently or formerly employed by defendant CA Glatt Mart, Inc. ("Defendant") in
11 California and classified as a non-exempt, hourly-paid employee who worked for Defendant during
12 the period from April 18, 2018 through April 9, 2024 ("Class Period").

13 3. "Aggrieved Employee" means a person employed by Defendant in California and
14 classified as a non-exempt, hourly-paid employee who worked for Defendant during April 27, 2021
15 through April 9, 2024 ("PAGA Period").

16 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
17 to the Settlement, and zero (0) submitted any workweek disputes; thus, all Class Members are
18 Participating Class Members. No objectors appeared at the duly noticed hearing on the Parties' Motion
for Final Approval of Class Action Settlement.

19 5. "Effective Date" means the date by which both of the following have occurred: (a) the
20 Court enters the Judgment on its Order Granting Final Approval of the Settlement; and (b) the
21 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
22 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
23 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
24 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
25 the appellate court affirms the Judgment and issues a remittitur.

26 6. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
27 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
28 Administrator no later than ninety (90) calendar days after the Effective Date. The Administrator

1 shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF")
2 under US Treasury Regulation section 468B-1.

3 7. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the
4 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
5 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
6 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
7 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
9 Class Payments, and the Individual PAGA Payments. The Administrator shall make every effort to
10 pay the Employee's Taxes and Required Withholding associated with each Participating Class
11 Members' Individual Class Payment. If the Administrator is not able to do so within the time period
12 set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate
13 date by which the Employee's Taxes and Required Withholding shall be paid and the Individual
14 Class Payments be mailed. Under no circumstances shall the Administrator distribute checks to
15 Class Participants until all Individual Class Payments have been considered, calculated, and
16 accounted for, and all of the remaining monetary obligations have been calculated and accounted
17 for.

18 8. For any Class Member whose Individual Class Payment check or Individual PAGA
19 Payment check is uncashed and cancelled after 180 days of issuance, the Unpaid Residue plus
20 accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to
21 the California Controller's Office, Unclaimed Property Fund in the name of the Class Member.

22 9. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
23 discharge the Released Claims. Effective upon entry of Judgment, the order granting Final Approval
24 of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount
25 and funds all Employee's Taxes and Required Withholding owed on the Wage Portion of the
26 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
27 all Released Parties as follows:

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1 a. Plaintiff's Release. Plaintiff, on behalf of himself and his dependents, respective
2 former and present spouses, beneficiaries, devisees, legatees, executors, trustees,
3 conservators, guardians, representatives, agents, attorneys, heirs, administrators,
4 heirs and assigns, and successors-in-interest, whether individual, class,
5 representative, legal, equitable, direct or indirect, or any other type or in any other
6 capacity, shall and does hereby forever release, discharge, and agree to hold
7 harmless the Released Parties from all any and all charges, complaints, claims,
8 liabilities, obligations, promises, agreements, controversies, damages, actions,
9 causes of action, suits, rights, demands, costs, losses, debts and expenses (including
10 attorney fees and costs), known or unknown, at law or in equity, which he may now
11 have arising out of or in any way connected with his employment with Defendant
12 including, the Released Class Claims and the Released PAGA Claims, claims that
13 were asserted or could have been asserted in the Complaint, and any and all
14 transactions, occurrences, or matters between the Parties occurring prior to the date
15 this Settlement Agreement is fully executed. Without limiting the generality of the
16 foregoing, this release shall include, but not be limited to, any and all claims under:
17 (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964;
18 (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination
19 in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the
20 Employee Retirement Income Security Act, as amended; (i) the Consolidated
21 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the
22 Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California
23 Fair Employment and Housing Act; (n) the California Constitution; (o) the
24 California Labor Code; (p) the California Government Code; (q) the California Civil
25 Code; and (r) any and all other federal, state, and local statutes, ordinances,
26 regulations, rules, and other laws, and any and all claims based on constitutional,
27 statutory, common law, or regulatory grounds as well as any other claims based on
28 theories of wrongful or constructive discharge, breach of contract or implied

1 contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
2 emotional distress, negligent infliction of emotional distress, or damages under any
3 other federal, state, or local statutes, ordinances, regulations, rules, or laws. This
4 release is for any and all relief, no matter how denominated, including, but not
5 limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,
6 tortious damages, liquidated damages, punitive damages, damages for pain and
7 suffering, and attorney fees and costs, and Plaintiff hereby forever release, discharge
8 and agree to hold harmless Defendant and the Released Parties from any and all
9 claims for attorney fees and costs arising out of the matters released in this
10 Settlement Agreement. Plaintiff's Release does not extend to any claims or actions
11 to enforce this Settlement Agreement, or to any claims for vested benefits,
12 unemployment benefits, disability benefits, social security benefits, workers'
13 compensation benefits that arose at any time, or based on occurrences outside the
14 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
15 different from, or in addition to, the facts or law that Plaintiff now knows or believes
16 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
17 effective in all respects, notwithstanding such different or additional facts or
18 Plaintiff's discovery of them. Nonetheless, Plaintiff agrees that, upon the Effective
19 Date, Plaintiff shall and hereby do fully, finally, and forever settle and release any
20 and all claims against the Released Parties, known or unknown, suspected or
21 unsuspected, contingent or non-contingent, that were asserted or could have been
22 asserted upon any theory of law or equity without regard to the subsequent discovery
23 of existence of such different or additional facts. For purposes of Plaintiff's Release
24 only, Plaintiff, being aware of California Code Civil section 1542, well as any other
25 statutes or common law principles of a similar effect, expressly waives and
26 relinquish the provisions, rights, and benefits, if any, of section 1542 of the
27 California Civil Code.

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1 b. Release of Class Claims: For the duration of the Class Period, all Participating Class
2 Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
4 release Released Parties from all claims that were alleged, or reasonably could have
5 been alleged, based on the facts stated in the Operative Complaint including, but not
6 limited to,: (1) all claims for failure to pay overtime wages in violation of Labor
7 Code sections 510 and 1194, the Applicable Wage Order, and other applicable
8 California law not otherwise referenced herein; (2) all claims for failure to pay
9 minimum wages in violation of Labor Code section 1197 and the Applicable Wage
10 Order; (3) all claims for failure to provide meal periods, or compensation in lieu
11 thereof, in violation of Labor Code sections 512 and 226.7, and the Applicable Wage
12 Order; (4) all claims for failure to provide rest periods, or compensation in lieu
13 thereof, in violation of Labor Code section 226. 7 and the Applicable Wage Order;
14 (5) all claims for the failure to pay wages due upon termination or resignation in
15 violation of Labor Code sections 201 and 202 and the Applicable Wage Order,; (6)
16 all claims for non-compliant wage statements in violation of Labor Code section
17 226; (7) all claims for failure to timely pay wages during employment in violation
18 of Labor Code sections 204 and 210, the Applicable Wage order; (8) all claims for
19 failure to reimburse business expenses in violation of Labor Code section 2802; (9)
20 all claims asserted through California Business & Professions Code section 17200,
21 et seq. arising out of the Labor Code violations referenced in the Complaint; and
22 (10) claims for injunctions, liquidated damages, penalties, interest, fees,
23 expenditures, losses, restitution, and costs based on the foregoing, as well as Labor
24 Code sections 203, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1199, 2802.
25 Except as set forth above, Participating Class Members do not release any other
26 claims, including claims for vested benefits, unemployment insurance, disability,
27 social security, workers' compensation, or claims based on facts occurring outside
28 the Class Period.

1 c. Release of PAGA Claims: For the duration of the PAGA Period, and to the extent
2 permitted by law, the L WDA and the State of California, by and through Plaintiff
3 as an agent and proxy of the L WDA, release the Released Parties from all claims
4 for PAGA penalties that were alleged, or reasonably could have been alleged, based
5 on the facts stated in the Operative Complaint and the PAGA Notice, including, but
6 not limited to, claims for PAGA penalties pursuant to Labor Code sections 210,
7 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor
8 Code sections Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b,
9 204.1, 205, 205.5, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 et seq., 432, 510,
10 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802,
11 and 2810.5, among others.

12 10. The parties released shall include: Defendant and each of its former, present and future
13 owners, parents and subsidiaries, and all of their current, former and future officers, directors,
14 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,
15 predecessors, successors, assigns, accountants, insurers, reinsurers, affiliates, and/or legal
16 representatives ("Released Parties").

17 11. This document shall constitute a Judgment for purposes of California Rules of Court,
18 Rule 3.769(h).

19
20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

21
22 Dated: 10/14/2025, 2025



Judge of the Superior Court