

1 Steven M. Kroll, Bar No. 216196
2 BENT CARYL & KROLL, LLP
3 6300 Wilshire Boulevard, Suite 1415
4 Los Angeles, California 90048
5 Telephone: (323) 315-0510
6 Facsimile: (323) 774-6021

7 Attorneys for Plaintiff ADAM WACHTER, an
8 individual, on behalf of himself and all others
9 similarly situated and aggrieved

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ADAM WACHTER, an individual, on
behalf of himself and all others similarly
situated and aggrieved,

Plaintiffs,

v.

MTX GROUP, INC., a corporation; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 22STCV28782

Assigned for all purposes to:
Hon. Elihu M. Berle, Dept. 6

~~PROPOSED~~ JUDGMENT

Following final approval hearing on:

Date: March 6, 2025

Time: 11:00 a.m.

Dept.: 6

Action filed: September 2, 2022

Trial date: None

FILED
Superior Court of California
County of Los Angeles

03/14/2025

David W. Stryker, Executive Officer/Clerk of Court

By: E. Martinez Deputy

JUDGMENT

After full and adequate notice having been given to the class as required in the Court's preliminary approval order, and the Court having considered all papers filed and proceedings held herein and with good cause appearing, the Court granted plaintiff Adam Wachter's ("Plaintiff") motion for final approval of class action and PAGA settlement between Plaintiff, on behalf of himself and all other similarly situated and aggrieved employees, and defendant MTX Group, Inc. ("Defendant"). This Court is now entering its order granting final approval of the settlement (the "Final Approval Order") following the final fairness and approval hearing conducted on March 6, 2025.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. The Court hereby enters final judgment in accordance with the terms of the parties' submitted Settlement Agreement and the Final Approval Order and in the Court's Minute Order granting final approval dated March 6, 2025, which are incorporated herein by this reference as though set forth in full.

2. The Class is defined as follows: All current and former employees who worked for Defendant within the State of California at any time during the period from June 15, 2018 to June 15, 2022. There are 53 participating Settlement Class members, none of which objected or requested exclusion from the settlement.

3. The PAGA Class is defined as follows: All current and former employees who worked for Defendant within the State of California for at least one day during any pay period from March 29, 2021 to June 15, 2022.

4. The class action and PAGA settlement in the gross amount of \$90,000, including, and not limited to, the allocation and distribution of the net settlement funds, and the allocation for penalties under the California Labor Code Private Attorneys General Act ("PAGA"), is approved. The proposed class for purposes of settlement is approved. Plaintiff as representative of the class for purposes of settlement is approved. The appointment of attorney Steven M. Kroll of Bent Caryl & Kroll, LLP, as counsel for the class for purposes of settlement is approved. The payment to class counsel of reasonable attorneys' fees of \$30,000, which is one-third (1/3) of

1 the gross settlement amount, and reasonable costs of \$6,940.32 are approved. The payment of a
2 service award to Plaintiff to compensate him for the time, expense, and risk he incurred as a
3 named plaintiff and class representative in this action in the amount of \$2,500 is approved. The
4 settlement administration services to be provided by claims administrator ILYM Group, Inc. in
5 the amount of \$4,990.00 is approved.

6 5. Upon Defendant fully funding the Settlement, the Settlement Class Members'
7 Releases for Participating Class Members, as set forth in Section 6.2 of the Settlement
8 Agreement, are as follows:

9 All Participating Class Members, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys,
11 heirs, administrators, successors, and assigns, release Released
12 Parties from (i) all claims that were alleged, or reasonably could
13 have been alleged, based on the Class Period facts stated in the
14 Operative Complaint. Except as set forth in Section 6.3 of the
15 Settlement Agreement, Participating Class Members do not release
16 any other claims, including claims for vested benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers'
19 compensation, or claims based on facts occurring outside the Class
20 Period.

21 6. Upon Defendant fully funding the Settlement, Plaintiff will additionally provide a
22 general release and a waiver of Civil Code section 1542, and as set forth in Section 6.1 of the
23 Settlement Agreement.

24 7. Upon Defendant fully funding the Settlement, the Aggrieved Employees' Releases
25 for Participating and Non-Participating Class Members, as set forth in Section 6.3 of the
26 Settlement Agreement, are as follows:

27 All Participating and Non-Participating Class Members who are
28 Aggrieved Employees are deemed to release, on behalf of
themselves and their respective former and present representatives,
agents, attorneys, heirs, administrators, successors, and assigns, the
Released Parties, from all claims for PAGA penalties that were
alleged, or reasonably could have been alleged, based on the PAGA
Period facts stated in the Operative Complaint.

1 8. Pursuant to Code of Civil Procedure section 664.6, California Rule of Court
2 3.769(h), and the Settlement Agreement, the Court hereby retains jurisdiction over the parties to
3 enforce the terms of the judgment.

4 9. The Court hereby sets an order to show cause (“OSC”) hearing regarding
5 compliance with the terms of the settlement for November 4, 2025, at 8:30 a.m. in Department 6.
6 The parties shall meet and confer, and file a joint status report and declaration from the settlement
7 administrator by October 27, 2025, advising the Court of the status of the distribution of
8 settlement funds.

9 10. The judgment is intended to be a final disposition of this action in its entirety and
10 is intended to be immediately appealable. Subject to the Court’s continuing jurisdiction as set
11 forth above, the Court directs the Clerk of the Court to enter judgment.

12
13 IT IS SO ORDERED, ADJUDGED AND DECREED.

14
15 03/14/2025
16 Dated: _____



Elihu M. Berle

Elihu M. Berle / Judge

ELIHU M. BERLE
SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 I, Steven M. Kroll, declare:

3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address
5 is 6300 Wilshire Boulevard, Suite 1415, Los Angeles, California 90048. On March 12, 2025, I
6 served a copy of the within document(s):

7 **[PROPOSED] JUDGMENT**

8 by placing the document(s) listed above in a sealed envelope with postage thereon
9 fully prepaid, in the United States mail at Los Angeles, California addressed as set
10 forth below.

11 by placing the document(s) listed above in a sealed Overnight Express envelope and
12 affixing a pre-paid air bill, and causing the envelope to be delivered to an Overnight
13 Express agent for delivery.

14 by personally delivering the document(s) listed above to the person(s) at the
15 address(es) set forth below.

16 **X** by electronically serving the document(s) listed above on counsel of record set
17 forth below by transmission to CASE ANYWHERE.

18 Todd B. Scherwin, Esq.
19 Landon R. Schwob, Esq.
20 Fisher & Phillips, LLP
21 444 S. Flower Street, Suite 1500
22 Los Angeles, CA 90071
23 Telephone: (213) 330-4450
24 tscherwin@fisherphillips.com
25 *Attorneys for Defendant*
26 *MTX Group, Inc.*

California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
PAGA@dir.ca.gov
Via Online PAGA Filing System

27 I am readily familiar with the firm's practice of collection and processing correspondence
28 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct. Executed on March 12, 2025, at Los Angeles, California.

29 
30 Steven M. Kroll