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FILED
Superior Court of California
County of Los Angeles
04/24/2023
David W. Slayton, Executive Officer / Clerk of Court
By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARTIN JAUREGUI, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. LPF RE MANAGER, LLC, a California limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 19STCV36107 JUDGMENT

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on May 19, 2022.

B. The Court granted final approval of the Settlement Agreement on April 4, 2023 and April 24, 2023, certified the settlement class with one opt-out, Angel Lopez Ramirez, and found that the Settlement Agreement was fair, adequate and reasonable.

C. The Court defined the following:

"Class Members": all current and former non-exempt, hourly employees who worked for Defendant in California at any time during the Class Period. (¶5)

"Class Period": October 9, 2015 through the date of the Court's order approving Plaintiff's Motion for Preliminary Approval, or August 30, 2020, whichever is earlier. (¶6)

"Settlement Class Members" ("SCM"): all Class Members who do not submit a Request for Exclusion. SCMs will release all of the Released Claims and be bound by all terms of the Settlement Agreement and any final judgment entered in this Lawsuit. (¶36)

"PAGA Employees": the aggrieved non-exempt employees employed by Defendant who worked at least one pay period during the PAGA Period. (¶19)

"PAGA Period": October 9, 2018 through August 30, 2020. (¶20)

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. Plaintiff Martin Jauregui, an individual, on behalf of himself and others similarly situated, shall take from Defendant

LPF Re Manager, LLC, a California limited liability company, as set forth in the Parties' Settlement Agreement and the Court's Approval Orders entered April 4, 2023 and April 24, 2023.

2. Defendants must pay Plaintiffs the Gross Settlement Amount (GSA) of $325,000. The Net Settlement Amount ("Net") is the GSA minus the following:

a. $108,322.50 for attorney fees to Class Counsel, David Yeremian & Associates, Inc. and United Employees Law Group, PC;

b. $12,000 for attorney costs to Class Counsel;

c. $5,000 service award of to the class representative, Martin Jauregui;

d. $7,500 (75% of $10,000 PAGA penalty) to the LWDA;

e. $12,000 for settlement administration costs to ILYM Group, Inc.

Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

3. "Released Claims" means all claims and causes of action raised or that reasonably could have been raised in the operative complaint (the FAC) based upon the facts, legal theories, and causes of action alleged in the Lawsuit for the time period from October 9, 2015 through August 30, 2020, and including all of the following claims for relief: failure to pay

wages due; failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant meal breaks and related premium payments; failure to provide compliant rest breaks and related premium payments; failure to provide compliant wage statements; failure to provide timely wages; failure to comply with Section 221 of the California Labor Code; failure to pay final wages; unfair business practices in violation of California Business and Professions Code § 17200 et seq.; any other claims or penalties under the wage and hour laws pleaded in the FAC; and all damages, penalties, interest, fees, and other amounts recoverable under the claims, causes of action or legal theories of relief described above as may be available under California and federal law to the extent permissible. The period of the Released Claims shall extend to the limits of the Class Period, but they are ineffective after the close of the Class Period in August of 2020. The res judicata effect of the Judgment will be the same as that of the Released Claims. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or SCMs may discover new facts, legal theories, or legal arguments not alleged in the FAC but which might serve as an alternative basis for pursuing the same or similar claims, causes of action, or legal theories of relief falling within the definition of Released Claims. (¶28)

"Release Effective Date" means the date when the releases provided by the Settlement Class of the above described Released Claims become effective, and more particularly upon both the Effective Date of the Settlement and the final installment payment to fully fund the QSF with the Maximum Settlement Amount. (¶29)

Defendant has the option to pay into the QSF so that it is fully funded by one year from the Effective Date of the Settlement. Therefore, the Effective Date of the Settlement will occur before the Release Effective Date of the Released Claims and the PAGA Released Claims, which will occur when Defendant makes the last installment payment to fully fund the QSF. (¶12)

"PAGA Released Claims" shall mean claims under the also Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA") that reasonably could have been premised on the facts, claims, and legal theories described above or in the FAC or in the PAGA Notice Letter Plaintiff provided to the LWDA and served on Defendants. The Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees only as to all PAGA Released Claims based on the alleged facts and legal claims in the operative complaints. PAGA Released Claims will be released by the PAGA Employees even if they determine to opt out of the Settlement. (¶30)

Upon the Effective Date, and following the final payment to fully fund the Qualified Settlement Fund, the effective date of the PAGA Released Claims will occur when the Administrator receives the final installment payment from Defendant to fully fund the Qualified Settlement Fund. (¶30.a)

The PAGA Released Claims expressly exclude all PAGA claims outside the PAGA Period, all PAGA claims not alleged in the operative complaints in the Actions, all claims under Cal. Labor Code § 558(a)(3), and all non-PAGA claims. In no event shall the release of the PAGA Released Claims in this Settlement Agreement release any individual claims of any individuals other than Plaintiff. (¶30.b)

"Released Parties" shall mean Defendant LPF RE MANAGER, LLC, Greenfield Organix, ARB Pacific, LLC, Valley Harvest, LLC, and all of those entities' past, present and/or future, direct and/or indirect, subsidiaries, parents, affiliates, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, current or former employees, officers, directors, servants, agents, investors, representatives, attorneys, executors, administrators, assigns, employee benefit plans (including but not limited to the trustees, fiduciaries, and administrators of those plans), and all persons acting under, by, through, or in concert with any of them, and each of them. (¶31)

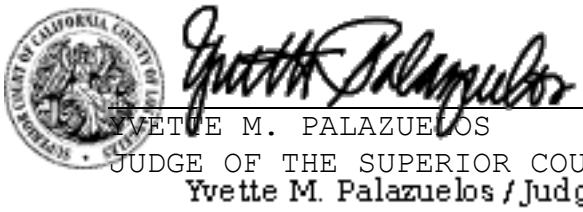
Named Plaintiff Martin Jauregui additionally provides a general release and §1542 waiver. (¶41)

4. All uncashed settlement funds, plus interest, must be paid to California Rural Legal Assistance Foundation, a *cy pres*.

5. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties with respect to enforcement of this Judgment under California Code of Civil Procedure Section 664.6.

CLERK TO GIVE NOTICE.

DATED: April 24, 2023



YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge