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Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Los Angeles  
**12/22/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

YOHANNA SANCHEZ, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

SU CASA DE CAMBIO CESAR CHAVEZ,  
INC., a California corporation, and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 21STCV32728

**CLASS ACTION**

*[Assigned for all purposes to Judge Maren  
Nelson, Dept. 17]*

**~~PROPOSED~~ JUDGMENT**

Complaint filed: September 3, 2021  
FAC filed: February 25, 2022  
SAC filed: April 7, 2023

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## JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion for Final Approval of the Class Action and PAGA Settlement ("Order"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court's Order and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Settlement Class consists of: all persons employed by Defendant in California and classified as a hourly paid, non-exempt employee who worked for Defendant during the Class Period (March 9, 2017 through August 2, 2023 - the date the Court granted Preliminary Approval of the Settlement.).

3. Consistent with the definitions provided in the Settlement Agreement, the Aggrieved Employees are all persons employed by Defendant in California and classified as a hourly paid, non-exempt employee who worked for Defendant during the PAGA Period (March 11, 2020 through August 2, 2023 – the date the Court granted Preliminary Approval of the Settlement).

4. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties as that term is defined in the Settlement Agreement from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims for (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods and to pay premium payments (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest periods and to pay premium payments (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to reimburse business-related

1 expenses (Labor Code § 2802); (8) violation of California’s Unfair Competition Law (California  
2 Business and Professions Code §§ 17200, et seq.); and failure to maintain records (Labor Code §  
3 1174.5). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class  
4 Members do not release any other claims, including claims for vested benefits, wrongful  
5 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
6 disability, social security, workers’ compensation, or claims based on facts occurring outside the  
7 Class Period.

8         5.       Upon the on the date when Defendant fully funds the entire Gross Settlement  
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
10 Payments, Plaintiff, all Aggrieved Employees, and the State of California are deemed to release all  
11 claims for PAGA civil penalties, which occurred during the PAGA Period, pursuant to Labor Code  
12 section 2698 et seq. alleged or that could have been alleged based on the allegations asserted in the  
13 Operative Complaint and PAGA Notice, including but not limited to claims for (1) failure to pay  
14 minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to  
15 pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods and to  
16 pay premium payments (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest  
17 periods and to pay premium payments (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final  
18 wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage  
19 statements (Cal. Lab. Code § 226); (7) failure to reimburse business-related expenses (Labor Code  
20 § 2802); and (8) failure to maintain records (Labor Code § 1174.5).

21         6.       Without affecting the finality of the Judgment, the Court shall retain exclusive and  
22 continuing jurisdiction over the above-captioned action and the parties, including all Participating  
23 Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered  
24 herein.

25         This document shall constitute a judgment for purposes of California Rules of Court,  
26 Rule 3.769(h)

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1                   **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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4       DATE:     12/22/2023

  
\_\_\_\_\_  
Hon. Maren Nelson  
Los Angeles County Superior Court

**PROOF OF SERVICE**

*Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.*  
21STCV32728

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES        )

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is sspene@wilshirelawfirm.com.

On **December 19, 2023**, I served the foregoing **[PROPOSED] JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Ashley N. Lopezello, Esq. (SBN 329254)

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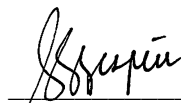
Attorneys for Defendant, Su Casa de Cambio Cesar Chavez, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 19, 2023, at Los Angeles, California.

  
\_\_\_\_\_  
Sandy S. Sespene