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FILED
 Superior Court of California
 County of Los Angeles

03/14/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

12 ALEJANDRO MALDONADO, individually,
 13 and on behalf of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 TECHMER PM, INC. a California
 17 corporation; and DOES 1 through 10,
 inclusive,

18 *Defendants.*

Case No.: 20STCV21918

[Hon. Lawrence Riff – Dept. SSC-7]

CLASS ACTION

**[PROPOSED] JUDGMENT FOLLOWING
 ORDER GRANTING FINAL APPROVAL
 OF CLASS AND REPRESENTATIVE
 ACTION SETTLEMENT**

Date: March 13, 2023
 Time: 10:00 a.m.
 Courtroom: Dept. SSC-7
 Judge: Hon. Lawrence Riff

Action Filed: June 8, 2020
 Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff ALEJANDRO MALDONADO (“Plaintiff”) and Defendants TECHMER PM, INC.
3 AND TECHMER PM, LLC (“Defendants”) have reached terms of settlement for a putative class and
4 representative action.

5 On or about March 13, 2023, the Court issued an Order granting Plaintiff’s motion for final
6 approval of a proposed class and representative action settlement of the claims asserted against
7 Defendant in this action (“Final Approval Order”). The settlement is memorialized in the AMENDED
8 JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT (*see*
9 Declaration of H. Scott Leviant In Support of Plaintiff’s Motion for Final Approval of Class and
10 Representative Action Settlement [“Leviant Decl.”], at Exh. 3). The AMENDED JOINT
11 STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT is referred to herein
12 as the “Settlement.”

13 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
14 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
15 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

16
17 **JUDGMENT**

18 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
19 entered whereby the Plaintiff, all Class Members, and all PAGA Employees shall take nothing from
20 Defendants, except as expressly set forth in the Final Approval Order and the Settlement.

21 The Class Members are:

22 All individuals employed by Defendants in California and classified as “non-exempt” at
23 any time during the Class Period (the “Class Period” is June 8, 2016 through June 30,
2022). (Settlement, ¶¶ 3-4.)

24 No Class Members timely requested exclusion from the Class. All Class Members remain bound by the
25 Final Approval Order and Judgment in the Action.

26 The “PAGA Employees” impacted by the proposed settlement of PAGA claims:

27 All Class Members that worked at any time during the PAGA Period (the “PAGA
28 Period” is July 23, 2019 through June 30, 2022). (Settlement, ¶¶ 10-11.)

1 No Class Members who worked during the PAGA Period have the right to exclude themselves from the
2 Settlement with respect to resolution of the PAGA Claims.

3 Class action and PAGA Action claims are released with prejudice, pursuant to the terms of the
4 Settlement, as follows:

5 **Identity of Released Parties.** The released parties are Defendants, and each of its/their
6 former and present direct and/or indirect owners, present and former direct and indirect
7 parent entities, dba's, affiliates, parent companies, subsidiaries, brother and sister
8 corporations, divisions, related, associated, and/or affiliated companies, successors and
9 predecessors, and current and former employees, attorneys, officers, directors,
10 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
11 executors, partners, privies, agents, servants, insurers, representatives, administrators,
12 employee benefit plans, and assigns of said entities, and any individual or entity which
13 could be liable for any of the Released Claims, and Defendants' counsel of record in the
14 Action (collectively "Releasees").

15 **Date Release Becomes Effective.** The Released Claims will be released upon the later
16 of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation
17 to provide to the Settlement Administrator a sum in the amount required to satisfy all
18 required payments and distributions pursuant to this Settlement and the Order and
19 Judgment of final approval. Class Members will not release the Released Claims or
20 Released PAGA Claims until both the Effective Date of the Settlement has occurred,
21 and Defendants have paid all amounts owing under the Settlement.

22 Each and every Class Member, on behalf of himself or herself and his or her heirs and
23 assigns, unless he or she has submitted a timely and valid Request for Exclusion (which
24 will not effectuate an opt-out from the release of Released PAGA Claims), hereby
25 releases Releasees from the following claims for the entire Class Period:

26 all known and unknown claims, losses, damages, liquidated damages, penalties,
27 interest, liabilities, causes of action, civil complaints, arbitration demands or suits which
28 arise from the facts asserted in the Complaint (defined above at Paragraph 1), including,
without limitation, the foregoing: all claims under the California Labor Code as alleged
in the Complaint, including violations for meal periods, rest breaks, unpaid overtime
and minimum wages, timely payment of wages, wage statements, waiting time
penalties, unreimbursed business expenses, and associated violations of California
Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.), requests for
injunctive relief, liquidated damages, and civil penalties, interest, attorneys' fees,
including attorneys' fees under California Code of Civil Procedure section 1021.5,
costs, and all other claims and allegations made or which could have been made in the
Action based on the facts and allegations pled in Plaintiff's Complaint ("Released
Claims"); and,

in addition, as to all Class Members employed during the Released PAGA Claims
Period, whether requesting exclusion from the Settlement or not, the Released PAGA
Claims ("Released PAGA Claims" means all claims that have been pled or could have
been pled, based upon the factual allegations and issues set forth in the Notice to the
LWDA and alleged in the Complaint, including civil penalties under PAGA, fees, and
all other claims and allegations made or which could have been made in the Action
based on the facts and allegations pled in Plaintiff's Notice to the LWDA and the
Complaint.).

1 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
2 Approval Order, according to the deadlines specified in the Settlement.

3 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
4 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
5 Class Members, and Defendants, for the purposes of:

- 6 (a) supervising the implementation, enforcement, construction, and interpretation of the
7 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
8 and the Judgment; and
9 (b) supervising distribution of amounts paid under this Settlement.

10
11 **IT IS SO ORDERED.**

12
13 Dated: 03/14/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence Riff
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Vincent Chen, Esq.
(vincent.chen@jacksonlewis.com)
Peter Woo, Esq.
(peter.woo@jacksonlewis.com)
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Fax: (949) 885-1380

Attorneys for Defendant

☒ **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. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **February 15, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature