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**FILED**  
Superior Court of California  
County of Los Angeles  
08/07/2025  
David W. Stoyan, Executive Officer / Clerk of Court  
By:                     P. Herrera                     Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES**

WILLIAM GIRON on behalf of himself,  
all others similarly situated, and on behalf  
of the general public,  
  
Plaintiffs,  
  
v.  
  
ACCENT BUILDING RESTORATION,  
INC.; and DOES 1-100,  
  
Defendants.

Case No. 23STCV08941  
  
*[Assigned for All Purposes to the  
Hon. Elihu M. Berle; Dept. 6]*  
  
**REVISED ~~[PROPOSED]~~ JUDGMENT**  
  
Date: July 29, 2025  
Time: 9:00 a.m.  
  
Complaint Filed: April 21, 2023  
Trial Date: None Set

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

2 The Court, having granted final approval of the Class Action and PAGA Settlement  
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the  
4 Court’s Order Granting Plaintiff William Giron’s Motion for Final Approval of Class and PAGA  
5 Settlement (the “Final Approval Order”),

6 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute  
7 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),  
8 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the  
9 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated  
10 herein by this reference as though set forth in full. The Court further directs as follows:

- 11 1. Unless otherwise defined differently in this Order, all capitalized terms used in  
12 this Order have the same meaning as they are specifically defined in the Settlement  
13 Agreement.
- 14 2. Plaintiff/Class Representative and all Class Members shall take nothing from  
15 Defendant except as expressly set forth in the Settlement Agreement filed on  
16 March 11, 2024, in conjunction with Plaintiff’s Motion for Preliminary Approval  
17 of the Class and PAGA Action Settlement.
- 18 3. Within fourteen (14) calendar days of the Effective Date<sup>1</sup>, Defendant Accent  
19 Building Restoration, Inc. (“Defendant”) is ordered to deliver to the Settlement  
20 Administrator the Gross Settlement Amount of \$800,000 which shall be deposited  
21 by the Settlement Administrator into the account established by the Settlement  
22 Administrator for administration of the Settlement Agreement.
- 23 4. Within fourteen (14) days after Defendant’s delivery of the Gross Settlement  
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25 <sup>1</sup> The Effective Date is the date by when both of the following have occurred: (a) the Court enters  
26 a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.  
27 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class  
28 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more  
Participating Class Members objects to the Settlement, the day after the deadline for filing a notice  
of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the  
appellate court affirms the Judgment and issues a remittitur.

Amount, the Settlement Administrator shall issue payment in accordance with the Court's Final Approval Order and as set forth below.

5. Attorneys' fees in the amount of \$266,640 are to be paid to Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights from the Gross Settlement Amount for the work done and to be done until the completion of this matter. The attorneys' fees shall be split with \$133,320 going to Mara Law Firm, PC, and \$133,320 going to Lawyers for Employee and Consumer Rights.

6. Attorneys' litigation costs in the amount of \$16,764.40 are to be paid to Mara Law Firm, PC, from the Gross Settlement Amount for actual and necessary costs incurred.

7. The Settlement Administrator, ILYM Group, Inc., shall issue itself a payment of \$6,950, from the Gross Settlement Amount for its work done and to be done until the completion of its administration of the Settlement Agreement.

8. Plaintiff is hereby approved as the Class Representative and shall receive a Class Representative Service Payment in the sum of \$7,500.

9. The employer-side payroll taxes associated with the portion of the settlement attributed to wages shall be paid by Defendant separate and apart from the Gross Settlement Amount.

10. The remaining Net Settlement Amount shall be distributed by the Settlement Administrator to the Participating Class Members in the manner specified in the Settlement Agreement.

11. This Judgment is final and binding on Participating Class Members.

12. By operation of this Judgment, Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties 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, e.g., failure to pay all straight time wages, failure

1 to pay all overtime wages, failure to provide meal periods, failure to authorize and  
2 permit rest periods, failure to adopt a compliant sick pay policy, failure to comply  
3 with itemized employee wage statement provisions, failure to pay all wages due at  
4 the time of termination, failure to reimburse/illegal deductions, and violation of  
5 the Unfair Competition Law. This release will be for the Class Period. Except as  
6 set forth in Section 5.3 of this Agreement, Participating Class Members do not  
7 release any other claims, including claims for vested benefits, wrongful  
8 termination, violation of the Fair Employment and Housing Act, unemployment  
9 insurance, disability, social security, workers' compensation or claims based on  
10 facts occurring outside the Class Period.

11 13. This Judgment is final and binding on Aggrieved Employees.

12 14. By operation of this Judgment, all Non-Participating Class Members who are  
13 Aggrieved Employees are deemed to release, on behalf of themselves and their  
14 respective former and present representatives, agents, attorneys, heirs,  
15 administrators, successors and assigns, the Released Parties from all claims for  
16 PAGA penalties that were alleged, or reasonably could have been alleged, based  
17 on the PAGA Period facts stated in the Operative Complaint, and the PAGA  
18 Notice and ascertained in the Action including, e.g., failure to pay all straight time  
19 wages, failure to pay all overtime wages, failure to provide meal periods, failure to  
20 authorize and permit rest periods, failure to adopt a compliant sick pay policy,  
21 failure to comply with itemized employee wage statement provisions, failure to pay  
22 all wages due at the time of termination, and failure to reimburse/illegal deductions.  
23 This release will be for the PAGA Period.


24 15. The Court hereby approves and orders that the checks for individual settlement  
25 payments mailed to Participating Class Members will remain negotiable for 180  
26 days. The Administrator will conduct a Class Member Address Search for all  
27 Class Members whose checks are returned undelivered without United States Postal  
28 Service ("USPS") forwarding address. The funds represented by checks remaining

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un-cashed for more than 180 days after issuance will be sent to the California  
Controller's Unclaimed Property Fund in the name of the Class Member.

16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order  
and Judgment on the settlement website.
17. The Court, pursuant to California Rule of Court 3.769(h), retains continuing  
jurisdiction as to all matters relating to the administration and consummation of  
the settlement as provided in the Settlement Agreement and all other matters  
covered in this Judgment.

Dated: 08 \* ~ • 08, 2025

 **IT IS SO ORDERED.**  
**Elihu M. Berle**  
By \_\_\_\_\_  
Honorable Elihu M. Berle  
Los Angeles Superior Court Judge  
**Elihu M. Berle / Judge**