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on behalf of herself and all others similarly situated
and aggrieved

FILED

Superior Court of California
County of Los Angeles

11/20/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Aguayo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KARINA LUJAN CHAVEZ, an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

DIP BRAZE, INC., a California Limited
Liability Company; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 23STCV01161

[Assigned for all purposes to the Hon. Elaine Lu
in Dept. 9]

~~[PROPOSED]~~ **JUDGMENT**

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' Class and PAGA Settlement Agreement ("Settlement," "Agreement" or
7 "Settlement Agreement"). All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 2. The "Settlement Class" ("Class" or "Class Members") all persons who are currently or
10 were formerly employed by defendant Dip Braze, Inc. ("Defendant") in the State of California at
11 any time as non-exempt, hourly-paid employees during the period from January 18, 2019 through
12 November 10, 2024 ("Class Period").

13 3. "Aggrieved Employees" means all persons who are currently or formerly were
14 employed by Defendant within the State of California and who were classified as non-exempt at any
15 time during the period from January 18, 2022 through the end of the Class Period ("PAGA Period").

16 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
17 objected to the Settlement. No objectors appeared at the duly noticed hearing on the Parties' Motion
for Final Approval of Class Action Settlement.

18 5. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
19 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
20 Administrator no later than sixty-one (61) days after the Effective Date. None of the Gross
21 Settlement Amount will be payable before final approval and the Effective Date. The Effective Date
22 means the later of: (a) the date Court enters a Judgment on its Order Granting Final Approval of the
23 Settlement; and (b) date the Judgment becomes final. The Judgment becomes final as of the latest
24 of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day
25 the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement,
26 the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from
27 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 6. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
2 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
3 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
4 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
5 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
6 and the Class Representative Service Payment shall not precede disbursement of Individual Class
7 Payments, and the Individual PAGA Payments.

8 7. For any Class Member whose Individual Class Payment check or Aggrieved Employee
9 whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
10 Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
11 Aid at Work, for use in Los Angeles County.

12 8. Upon Final Approval of this Settlement, entry of judgment, and payment by Defendant
13 of the Gross Settlement Amount and funding all employer payroll taxes owed on the Wage Portion
14 of the Individual Class Payments to the Administrator, Plaintiff, Participating Class Members,
15 Aggrieved Employees, the LWDA, and Class Counsel will release claims against all Released
16 Parties as follows:

- 17 a. For the duration of the Class Period, all Participating Class Members, on behalf of
18 themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release Released Parties from all
20 claims that were alleged, or reasonably could have been alleged, based on the facts
21 stated in the Class Complaint including: (1) any and all claims for failure to pay
22 overtime wages; (2) any and all claims for failure to pay minimum wages; (3) any
23 and all claims for failure to provide meal periods, or compensation in lieu thereof;
24 (4) any and all claims for failure to provide compliant rest periods, or compensation
25 in lieu thereof; (5) any and all claims for failure to pay wages due upon termination
26 or resignation, including claims for waiting time penalties; (6) any and all claims for
27 non-compliant wage statements; (7) any and all claims for failure to pay timely
28 wages; (8) any and all claims for failure to reimburse business expenses; and (9) any

1 and all claims asserted through California Business & Professions Code section
2 17200, *et seq.* arising out of the Labor Code violations referenced in the Class Action
3 Complaint (“Released Class Claims”).

4 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to
5 release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
7 Released Parties from any and all claims for PAGA penalties that were alleged, or
8 reasonably could have been alleged, based on the facts stated in the PAGA Complaint
9 and the PAGA Notice. It is the intent of the Parties that the Final Judgment entered
10 by the Court shall have full equitable estoppel and res judicata effect and be final and
11 binding upon the Plaintiff, the LWDA, and the Aggrieved Employees regarding the
12 Released PAGA Claims. Each Aggrieved Employee and the LWDA will be deemed
13 to have made the foregoing Release as if by manually signing it (“Released PAGA
14 Claims”).

15 a.

16 9. The “Released Parties” shall include: Defendant, and each of its former, present and
17 future owners, parents, affiliates, divisions, and subsidiaries, and all of its current, former, and future
18 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
19 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
20 representatives both individually and in their business capacities.

21 10. This document shall constitute a Judgment for purposes of California Rules of Court,
22 Rule 3.769(h).

23 11. Without affecting the finality of this Judgment in any way, this Court hereby retains
24 continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement
25 and all orders and judgments entered in connection therewith.

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

27 Dated: November 20, 2025



Judge of the Superior Court
Elaine Lu