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**FILED**  
Superior Court of California  
County of Los Angeles  
**03/01/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     A. Garcia                     Deputy

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF LOS ANGELES  
16 CENTRAL DISTRICT

17 KRYSTAL ALVARADO on behalf of herself  
and all other current and former aggrieved  
18 California-based hourly non-exempt  
employees,

19 Plaintiff,

20 v.

21 PRESSED JUICERY, INC.; PRESSED  
JUICERY INC. F/K/A PRESSED JUICERY  
22 LLC; and DOES 1 to 100, inclusive,

23 Defendant.

CASE NO. 20STCV43455 – Lead Case  
(Related to Case Nos. 21STCV15726 and  
21STCV17365)

Assigned to the Honorable Kristin S. Escalante

**~~PROPOSED~~ JUDGMENT OF FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA REPRESENTATIVE ACTION  
SETTLEMENT**

Date: March 1, 2022  
Time: 9:30 a.m.  
Dept. No: 24

File Date: November 13, 2020  
Trial Date: To be set

1 On March 1, 2022, the Court heard the Parties’ application for final approval of the  
2 Settlement set forth in the “Joint Stipulation of Settlement and Release” (the “Joint Stipulation of  
3 Settlement”). Capitalized terms used in this Judgment are as defined in the Joint Stipulation of  
4 Settlement. The Court has considered all papers filed, and the other information presented, and  
5 based on those papers and information presented,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the subject matter of the Action and over all parties  
8 to the Action, including all members of the Settlement Class and all PAGA Employees.

9 2. The Settlement Class is defined as the following: All persons employed by  
10 Defendant in a Job Position during any portion of the Class Period. The Settlement Class shall  
11 include any heirs, successors, or assigns or purported assigns of the above-described persons. The  
12 “Job Position” means any hourly non-exempt retail California-based job position with Defendant  
13 or its predecessor. The “Class Period” means the time period from and including May 16, 2016  
14 through and including July 30, 2021. The “PAGA Employees” mean Settlement Class Members,  
15 including any Opt Outs, who were employed in a Job Position during any part of the PAGA  
16 Period. The “PAGA Period” means the time period from and including April 6, 2019 to July 30,  
17 2021.

18 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California  
19 Rules of Court, and pursuant to California Labor Code section 2699(1)(2), the Court grants final  
20 approval of the Settlement as set forth in the Joint Stipulation of Settlement. For settlement  
21 purposes only, the Court finds that Plaintiff Krystal Alvarado is an adequate representative of the  
22 Settlement Class and appoints her as such. The Court also approves a representative action under  
23 the Private Attorneys General Act, California Labor Code section 2698 et. seq. (“PAGA”) on  
24 behalf of the PAGA Employees and finds that Krystal Alvarado is also an adequate representative  
25 of the PAGA Employees.

26 4. The Court finds that Joseph Lavi, Vincent C. Granberry, Melissa A. Huether, and  
27 Courtney M. Miller of Lavi & Ebrahimian, LLP have adequately represented the Settlement Class

1 and the PAGA Employees and are appointed as Class Counsel for the Settlement Class and as  
2 counsel for the represented PAGA Employees.

3           5.       The Court finds that said Settlement is, in all respects, fair, reasonable, and  
4 adequate to the Settlement Class and the PAGA Employees when balanced against the probable  
5 outcome of extensive and costly litigation. Substantial investigation and research have been  
6 conducted such that counsel for the Parties are reasonably able to evaluate their respective  
7 positions. It appears to the Court that Settlement will avoid substantial additional costs by all  
8 Parties, as well as the delay and uncertainties that would be presented by further prosecution of the  
9 Action. The Court finds the Settlement that has been reached is the result of intensive, non-  
10 collusive, arm's-length negotiations, mediation with an experienced, third-party neutral.

11           6.       The Court determines that the Parties complied with the distribution of the Class  
12 Notice to the Settlement Class and PAGA Employees in the manner and form set forth in the  
13 Preliminary Approval Order, that the Class Notice provided to the Settlement Class and PAGA  
14 Employees was the best notice practicable under the circumstances, and that the Class Notice  
15 constituted due and sufficient notice to all persons entitled to such notice.

16           7.       The procedures required by the Preliminary Approval Order have been carried out  
17 and satisfy due process requirements such that all absent Settlement Class Members been given  
18 adequate opportunity to participate fully in the exclusion and the approval process, and all PAGA  
19 Employees have been given adequate opportunity to be heard and to participate in the approval  
20 process.

21           8.       There were 2 valid Requests for Exclusion to the Settlement in response to the  
22 Class Notice. The names of those Opt Outs are the following: David Hector Tavares Silvარიobo  
23 and Blanca Lara.

24           9.       The Settlement Class, including Plaintiff and all the Settlement Class Members  
25 who are not Opt Outs, shall be deemed conclusively to have made the following releases as set  
26 forth in the Joint Stipulation of Settlement, which shall have the force and effect of res judicata as  
27 to each of them:

1 The “Released Parties” means: (a) Defendant and each and all past  
2 or present partners, parents, subsidiaries, or affiliates (regardless  
3 whether such partners, parents, subsidiaries, or affiliates are  
4 individuals, corporations, partnerships, limited partnerships, limited  
5 liability companies, or other forms of entity) of Defendant; (b) each  
6 and all of the predecessor or successor entities of any of those  
7 entities identified in subparagraph (a); (c) any other individuals or  
8 entities of any kind, including but not limited to any payroll  
9 companies, which have been or could be alleged to be in any manner  
10 responsible (whether on an alter ego, joint employer, integrated  
11 enterprise, or any other theory) for any violations described in the  
12 releases below and occurring as a result of employment in a Job  
13 Position; and (d) all past and present directors, officers,  
14 representatives, insurers, agents, shareholders, limited or general  
15 partners, members, lawyers, and employees of any of the individuals  
16 or entities identified in subparagraphs (a), (b), or (c).

17 Each Settlement Class Member except the Opt Outs identified in  
18 paragraph 8 fully, finally, and forever releases and discharges each  
19 and every one of the Released Parties from all claims, demands,  
20 rights, liabilities, and causes of action arising in whole or in part  
21 during the Class Period, for any of the following: (a) any alleged or  
22 actual failure to provide proper, accurate, timely, adequately  
23 descriptive, or complete wage statements or pay stubs; any alleged  
24 or actual failure to timely, fully, properly, or completely pay, or any  
25 alleged or actual failure to properly calculate, any minimum wages,  
26 regular wages, overtime premium wages, reporting time pay, meal  
27 or rest period premium wages, bonuses, commissions or other wages  
28 or payments owed to such Settlement Class Members; any alleged  
or actual failure to comply with meal or rest period requirements;  
any actual or alleged failure to timely pay all wages or compensation  
owed to a fired, quitting, or otherwise departing employee; any  
alleged or actual failure to comply with any obligations to provide  
suitable seating to any such Settlement Class Members; any alleged  
or actual failure to reimburse any such Settlement Class Members  
for any business-related costs or expenses; any alleged or actual  
failure to prepare, maintain or provide employment-related records  
or documents; any alleged or actual failure to provide required days  
of rest (including but not limited any alleged or actual failure to  
comply with California Labor Code sections 551-552 et. seq. or any  
other “one day of rest in seven” laws or statutes); any alleged or  
actual violations of requirements concerning reporting pay or  
reporting time; or any alleged or actual failure to pay any interest or  
penalties owed as a result of any of the foregoing; or (b) in any  
manner arising out of any of the other facts or legal theories alleged  
or asserted in: (i) the Action or (ii) Plaintiff’s PAGA letters to the  
California Labor Workforce and Development Agency (including  
the September 8, 2020 letter, October 10, 2020 letter, or August 26,  
2021 letter (collectively, the “Released Class Claims”).

The Released Class Claims include without limitation, but in each  
case only to the extent described in the preceding paragraphs, any  
claims: (a) arising under or out of any federal or California wage,  
wage statement, meal or rest period, cost reimbursement, employee  
record or retention suitable seating, days of rest, reporting time,

1 overtime, or related laws (including, but not limited to, the Fair  
2 Labor Standards Act and the California Labor Code); (b) arising  
3 under or out of any unfair competition laws as defined in California  
4 Business and Professions Code Section 17200 *et seq.* or PAGA; and  
5 (c) for declaratory or injunctive relief or for monetary compensation,  
6 whether in the form of wages, damages, liquidated damages,  
7 penalties, restitution, costs, attorneys' fees, interest, or otherwise.

8 The Released Class Claims extend to and include all known or  
9 unknown, suspected or unsuspected such claims, and all such claims  
10 shall be released and barred regardless of the discovery or existence  
11 of any facts in addition to or different from those which the  
12 releasing Settlement Class Member knows or believes to be true  
13 with respect to the subject matter of the Released Class Claims.

14 10. Each of the PAGA Employees, including Plaintiff and all Settlement Class  
15 Members who meet that definition even if they are Opt Outs identified in paragraph 8, shall be  
16 deemed conclusively to have made the following releases as set forth in the Joint Stipulation of  
17 Settlement, which shall have the force and effect of res judicata as to each of them:

18 Each PAGA Employee fully, finally, and forever releases and  
19 discharges each and every one of the Released Parties from all  
20 PAGA claims, arising in whole or in part, during the PAGA Period,  
21 which in any manner: (a) derive from any of the matters described in  
22 foregoing Released Class Claims; or (b) in any manner arise out of  
23 any of the other facts or legal theories alleged or asserted in: (i) the  
24 Action; (ii) Plaintiff's PAGA letters to the LWDA, including the  
25 September 8, 2020 letter, October 10, 2020 letter, or August 26,  
26 2021 letter (the "Released PAGA Claims").

27 The Released PAGA Claims extend to and include all known or  
28 unknown, suspected or unsuspected such claims, and all such claims  
shall be released and barred regardless of the discovery or existence  
of any facts in addition to or different from those which any PAGA  
Employee knows or believes to be true with respect to the subject  
matter of the PAGA Released Claims.

11. The Released Class Claims and Released PAGA Claims include any claim of the  
kind described in Paragraphs 9 or 10 above whether or not any Settlement Class Member or  
PAGA Employee has directly or indirectly assigned, transferred, encumbered, or purported to  
assign, transfer, or encumber, to any person or entity, whether by operation of law or otherwise,  
any portion of any Released Class Claims or Released PAGA Claims.

12. All Settlement Class Members (except any Opt Outs identified in paragraph 8) and  
all PAGA Employees shall be bound by all of the releases and other terms of the Joint Stipulation  
of Settlement and this Judgment, whether or not they actually receive or cash their settlement

1 checks for their Class Member Allocation Amount or Individual PAGA Payments, and shall not  
2 be permitted to seek any further payment or any personal relief of any kind, including any  
3 payment for damages, wages, compensation, fees, costs, penalties, or interest, other than their  
4 respective Class Member Allocation Amount or Individual PAGA Payment on account of the  
5 Released Class Claims or Released PAGA Claims.

6 13. Each Settlement Class Member (except any Opt Outs identified in paragraph 8) and  
7 each PAGA Employee shall not hereafter, individually or as a member of any class or  
8 representative proceeding, file any civil action, lawsuit, grievance, demand for arbitration, charge,  
9 claim, and/or administrative complaint against Defendant or any of the Released Parties, based  
10 upon any Released Class Claims or Released PAGA Claims.

11 14. The Settlement is not an admission by Defendant or any Released Party, nor is this  
12 Judgment a finding of the validity of any wrongdoing by Defendant or any Released Party.  
13 Neither the Joint Stipulation of Settlement, nor any document referenced therein, nor any action  
14 taken to carry out the Joint Stipulation of Settlement: (a) will be construed as or used as an  
15 admission of liability by Defendant or any Released Party or an admission that any of Defendant's  
16 defenses in the Action are without merit; (b) waive any rights to arbitration under any arbitration  
17 agreements or provisions; or (c) will be disclosed, referred to, or offered in evidence against  
18 Defendant or any Released Party in any proceeding, except for purposes of effectuating the  
19 Settlement; provided, however, the Settlement may be admitted in evidence and otherwise used in  
20 any proceeding to enforce its terms, or in defense of any claims released or barred by the  
21 Settlement or this Judgment.

22 15. The Court approves class representative enhancement fees to Plaintiff Krystal  
23 Alvarado in the amount of Nine Thousand Nine Hundred Dollars and No Cents (\$9,900.00),  
24 which the Court determines to be fair and reasonable.

25 16. The Court awards attorneys' fees to Lavi & Ebrahimian, LLP, in the amount of  
26 Five Hundred Thirty-Eight Thousand Dollars and Thirty-Three Cents (\$538,333.33), which the  
27 Court determines to be fair and reasonable.

1           17.     The Court awards costs to Lavi & Ebrahimian, LLP, in the amount of Nine  
2 Thousand Six Hundred Fourteen Dollars and Four Cents (\$9,614.04), which the Court determines  
3 to be fair and reasonable.

4           18.     The Court approves a payment of One Hundred Fifty Thousand Dollars and No  
5 Cents (\$150,000.00) to California's Labor and Workforce Development Agency.

6           19.     The Court approves a payment of Twenty-Three Thousand Two Hundred Fifty  
7 Dollars and No Cents (\$23,250.00) to CPT Group for services as claims administrator.

8           20.     The Court directs the Parties to effectuate the Settlement according to the terms of  
9 the Joint Stipulation of Settlement, including payment to Participating Class Members and to  
10 PAGA Employees in accordance with the terms of the Joint Stipulation of Settlement. Within five  
11 (5) business days of the Effective Date, Defendant will provide to the Settlement Administrator  
12 the Maximum Settlement Amount and an amount sufficient to pay the employer's share of taxes  
13 on the wage portion of Class Member Allocation Amount. Within ten (10) business days after the  
14 Effective Date, the Settlement Administrator will pay Participating Class Members, PAGA  
15 Employees, Class Counsel, Plaintiff, the LWDA, and itself pursuant to the terms of the Settlement.

16           21.     Settlement checks remaining uncashed after one hundred and eighty (180) from the  
17 date of issuance of the check will be transmitted to the California State Controller's Office  
18 Unclaimed Property Division in the name of the Participating Class Member and/or PAGA  
19 Employee.

20           22.     The Parties shall bear all their own costs and attorneys' fees, except as otherwise  
21 set forth in the Joint Stipulation of Settlement or this Judgment.

22           23.     Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the  
23 finality of this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of  
24 the Judgment.

25           24.     Notice of Entry of this Judgment may be served on the Settlement Class through  
26 service upon Class Counsel and posting on the Settlement Administrator's website.

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25. The Parties are directed to provide a report to the Court on or before \_\_\_\_\_  
on the status of the distribution of the class settlement proceeds.

Dated: 03/01/2022



*Kristin Escalante*  
The Honorable Kristin S. Escalante  
Judge of the Superior Court  
Kristin S. Escalante / Judge