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

JONATHAN VASQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LADDARAN MANAGEMENT
CORPORATION

Defendant.

Case No. 22STCV24905

REVISED [PROPOSED] FINAL JUDGMENT

Date: May 20, 2024
Time: 9:00 A.M.
Dept.: 6
Judge: Hon. Elihu M. Berle

FILED
Superior Court of California
County of Los Angeles

05/23/2025

David W. Stryker, Executive Officer / Clerk of Court

By: A. Rosas Deputy

On or around May 20, 2025, the Court entered an Order Granting Motion for Final Approval of the Class Action Settlement (the “Final Approval Order”) between Plaintiff Jonathan Vasquez (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Laddaran Management Corporation (“Defendant”) (collectively the “Parties”). As set forth in the Court’s Final Approval Order, all participating Class Members are hereby bound by the Final Approval Order and the terms of the parties’ Class Action and PAGA Settlement Agreement (the “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Craig J. Ackermann in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed August 31, 2023. The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

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

1. All defined terms herein shall have the same meaning as defined in the Settlement Agreement, which is incorporated herein by reference in its entirety.

2. The “Class” refers to Plaintiff and all other individuals who are or were employed by Defendant Laddaran Management Corporation as non-exempt hourly-paid employees who worked at least one shift in California during the period from August 2, 2018, through June 26, 2023 (the Class Period). (Settlement Agreement, ¶¶ 1.5, 1.12). The Class consists of 1,494 participating class members. The names of the two individuals who requested exclusion from the settlement are Jacqueline Moore and Kristina Bothke.

3. The Gross Settlement Amount is \$650,000.00 and the Court approves the following allocations:

	<i>Amount</i>
Gross Settlement Amount	\$650,000.00
Attorney’s Fees (33.33% of the GSA)	(\$216,666.66)

Litigation Costs	(\$11,636.36 ¹)
Plaintiff's Incentive Award	(\$7,500.00)
PAGA Payment to the LWDA	(\$7,500.00)
PAGA Fund to Aggrieved Employees	(\$2,500.00)
Settlement Administration Costs	(\$16,250.00)
Remaining Net Settlement Amount	\$387,946.98

4. Consistent with the Settlement Agreement, as of the date Defendant fully funds the Gross Settlement Amount, all participating Class Members who have not submitted a valid and timely Request for Exclusion as to claims other than PAGA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties² from those claims alleged or could have been brought based on the factual allegations or based on the Labor Code sections, any other statute or IWC Wage Order, in Plaintiff's PAGA letter and Complaint, or that could have been reasonably ascertained in the course of the Action, including claims for Defendant's alleged failure to (1) pay minimum wages and to pay all wages due under Labor Code sections 1194 of the Labor Code for hourly, non-exempt employees of Defendant on, including, but not limited to, wages due for time spent on pre-shift COVID-19 temperature checks and screenings; (2) derivative wage statement claims (Labor Code section 226); (3) derivative claims for penalties due to untimely payment of wages (Labor Code sections 204 and 210); (4) waiting time penalty claims for not paying all wages due on end of employment (Labor Code sections 201 – 203); (5) business expense reimbursement claims for work-related cell phone usage and for use of personal vehicles in violation of Labor Code section 2802, and all primary rights associated with these listed claims; and (6) violation of business and professions code §§ 17200, et seq.

5. Further, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the

¹ Class Counsel is only seeking litigation cost reimbursement in the amount \$11,636.36, which is less than the \$15,000 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class. See CJA Decl., ¶ 21.

² "Released Parties" means and refers to: Defendant and each of their former and present subsidiaries, parents, affiliates, owners, shareholders, directors, officers, members, agents, employees, principals, hires, representative, attorneys, insurers, predecessors, successors, and assigns. (S.A., ¶ 1.42).

1 PAGA Notice and ascertained in the course of the Action including enforcement of Labor Code §§
2 2698 et seq.

3 6. The Court retains continuing jurisdiction over the Action and the Settlement, including
4 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) implementation,
5 enforcement, and interpretation of the Settlement Agreement, (b) addressing settlement administration
6 matters, including supervising distribution of amounts paid under this Settlement Agreement and (c)
7 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8 7. This Final Judgment is intended to be a final disposition of the above captioned action
9 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
10 all claims released by the Settlement Agreement, against Defendant. Nothing in this Final Judgment is
11 or may be deemed to be an admission by Defendant, nor is the Judgment a finding of the validity of
12 any allegations or of any wrongdoing by Defendant. Neither the Judgment, Order, the Settlement
13 Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement
14 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
15 concession, or liability whatsoever by or against Defendant.

16
17 **FINAL JUDGMENT IS HEREBY ENTERED.**



Elihu M. Berle

DATED: 10-10-2020

Elihu M. Berle / Judge

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT