

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 MATTHEW W. GORDON (SBN 267971)
4 VANESSA M. RODRIGUEZ (SBN 316382)
5 1230 Rosecrans Avenue, Suite 200
6 Manhattan Beach, CA 90266
7 Telephone: (310) 531-1900
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs
10 JOKSAN RAMIREZ and
11 ROBERTO SANCHEZ, individually,
12 and on behalf of all other aggrieved employees

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF ORANGE

15 JOKSAN RAMIREZ, an individual, on behalf of
16 himself and all other AGGREIVED
17 EMPLOYEES; ROBERTO SANCHEZ, an
18 individual, on behalf of himself and all other
19 AGGRIEVED EMPLOYEES,

20 Plaintiffs,

21 vs.

22 ZEPEXCO, INC., a California corporation;
23 WINEBOW, INC., a Delaware corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No. 30-2019-01095469-CU-OE-CXC

[Assigned for all purposes to the Honorable
Randall Sherman, Dept. CX105]

~~[SECOND AMENDED PROPOSED]~~
JUDGMENT

Date: February 19, 2021
Time: 10:00 a.m.
Dept: CX105
Reservation Number: 73401709

Complaint filed: September 6, 2019
Trial Date: None Set

~~SECOND AMENDED PROPOSED~~ JUDGMENT

1
2 1. In accordance with and for the reasons stated in the Court’s Order Granting
3 Plaintiffs’ Motion for Approval of PAGA Settlement (“Order”), Judgment shall be entered
4 whereby Plaintiffs Joksan Ramirez and Roberto Sanchez (“Plaintiffs”) and all other Aggrieved
5 Employees (defined as all persons employed by Defendants in non-exempt positions in California
6 at any time during the period of July 3, 2018 through May 31, 2020) shall be deemed to have
7 released their respective Released PAGA Claims against the Released Parties and shall take
8 nothing from Defendants, except as expressly set forth in the Court’s Order.

9 2. The Court, for purposes of this Judgment, adopts all defined terms as set forth in
10 the Stipulation filed in the above-entitled action (the “Action”).

11 3. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
12 Aggrieved Employees, and Defendants. This Judgment shall be binding on all Aggrieved
13 Employees and the Labor and Workforce Development Agency (“LWDA”), who are hereby
14 barred by the doctrine of res judicata from re-litigating the Released Claims, as defined below.
15 *See Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 (holding that a judgment in a
16 representative action brought by an aggrieved employee under PAGA is binding not only on the
17 named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
18 employee not a party to the proceeding).

19 4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
20 Labor Code section 2699 *et seq.*, the Court approves the Settlement and finds that it is fair and
21 reasonable and furthers PAGA’s objectives. The Court finds that a copy of the Settlement has
22 been provided to the LWDA, as required by Labor Code § 2699(1)(2).

23 5. Plaintiffs and all other Aggrieved Employees shall be deemed to have released
24 their respective Released PAGA Claims against the Released Parties upon full payment of the
25 Gross Settlement Fund.

26 “Released PAGA Claims” means all claims for civil penalties that could have been
27 assessed upon and collected from the Released Parties on behalf of the Aggrieved Employees and
28 the State of California under the Private Attorney General Act of 2004, California Labor Code §

1 2698 *et seq.*, arising from the following underlying Labor Code violations alleged in the Action:
2 (i) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512(a)); (ii) Failure to Authorize and
3 Permit Rest Periods (Lab. Code § 226.7); (iii) Failure to Pay Overtime Wages (Lab. Code §§ 510,
4 1194, 1198); (iv) Failure to Pay Minimum Wages for all hours worked (Lab. Code §§ 1194,
5 1197); (v) Failure to Timely Pay Wages During Employment (Lab. Code § 204); (vi) Failure to
6 Pay All Wages Due to Discharged and Quitting Employees (Lab. Code §§ 201, 202, 203, 227.3);
7 (vii) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a)); (viii) Failure
8 to Maintain Required Records (Lab. Code §§ 226(a), 1174(d)); and (ix) Failure to Reimburse
9 Business Expenses (Lab. Code § 2802), during the period from July 3, 2018 through May 31,
10 2020. The Released PAGA Claims are limited to civil penalties pursuant to the PAGA arising
11 during the Settlement Period.

12 “Reased Parties” means Defendants and Defendants’ affiliated companies and their
13 respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including,
14 without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any
15 past, present or future officers, directors and employees), predecessors, successors, and assigns.

16 6. Pursuant to the Court’s Order, Defendants shall pay the Gross Settlement Monies
17 in installments of \$250,000. The first \$250,000 shall be due within thirty (30) calendar days after
18 the Effective Date. The second installment payment shall be due within thirty (30) calendar days
19 after the first installment is paid.

20 7. Pursuant to the Court’s Order, the Court awarded MLG \$166,666.67 in attorneys’
21 fees to be paid from the Gross Settlement Monies.

22 8. Pursuant to the Court’s Order, the Court awarded MLG \$17,288.24 in costs and
23 expenses to be paid from the Settlement Fund, with the remaining \$711.76 to become part of the
24 Net Settlement Fund.

25 9. Pursuant to the Court’s Order, the Court approved an Incentive Award in the
26 amount of \$2,500.00 to Plaintiff Joksan Ramirez and an Incentive Award in the amount of
27 \$2,500.00 to Plaintiff Roberto Sanchez for their service as PAGA representatives, for a total of
28 \$5,000.00, to be paid from the Gross Settlement Monies.

1 10. Pursuant to the Court's Order, the Court approved Settlement Administration
2 Costs in the amount of \$6,444.70 to ILYM Group, Inc., to be paid from the Gross Settlement
3 Monies, with the remaining \$55.30 to become part of the Net Settlement Fund.

4 11. This Judgment is intended to be a final disposition of the Action and is intended to
5 be immediately appealable.

6 12. This Court shall retain jurisdiction with respect to all matters related to the
7 administration and consummation of the settlement, and any and all claims, asserted in, arising
8 out of, or related to the subject matter of the Action, including but not limited to all matters
9 related to the settlement and the determination of all controversies relating thereto.

10 13. The Court directs that a judgment shall be entered in accordance with the terms of
11 this Order.

12 14. The Settlement Administrator shall post notice of this Judgment on its website
13 within seven (7) calendar days of the Court's entry of this Judgment.

14 15. Plaintiffs shall submit a copy of this Judgment to the LWDA within ten (10)
15 calendar days of the Court's entry of this Judgment and shall file a proof of service with the
16 Court.

17 IT IS SO ORDERED AND ADJUDICATED.

18
19 DATED: March 5, 2021


HONORABLE RANDALL SHERMAN
Judge of the Superior Court