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Attorneys for Plaintiff, VINCENT T. PAZ, on behalf of himself and all others similarly situated and aggrieved

**FILED**  
Superior Court of California  
County of Los Angeles

11/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:           L. M'Greené           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

VINCENT T. PAZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

HILL BROTHERS CHEMICAL COMPANY, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV48279

[Assigned to the Hon. Carolyn B. Kuhl, in Dept. 12]

~~[PROPOSED]~~ JUDGMENT

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## JUDGMENT

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

1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion for Final Approval of Class and Representative Action Settlement (“Order Granting Final Approval”) and the parties’ Stipulation Re: Class Action and PAGA Action Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-paid employees who worked for defendant Hill Brothers Chemical Company (“Defendant”) at any time during the period from December 18, 2016 through June 23, 2022 (“Class Period”) in California (“Class Members”).

3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement; thus, all Class Members are Participating Class Members.

4. No later than fifteen (15) calendar days following entry of the Order Granting Final Approval, Defendants shall make a payment of \$325,553.75, the Gross Settlement Amount, and Employer Taxes, to the Settlement Administrator. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff, the LWDA, Participating Class Members, and Aggrieved Employees pursuant to the Order Granting Final Approval.

5. Any checks from this distribution that are not cashed by Participating Class Members within one hundred and eighty (180) calendar days from the date of their issuance shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the cy pres recipient, for use in Los Angeles County.

6. Upon entry of this Judgment, entry of the Order Granting Final Approval and

1 payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and  
2 Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class  
3 Members release the Released Parties of all claims against the Released Parties asserted in the  
4 Operative Complaint filed in the Action, or any and all claims that may be asserted against the  
5 Released Parties based on the factual allegations in the Operative Complaint, or any and all claims  
6 that may be asserted against the Released Parties based on the factual allegations in the Action, as  
7 follows: For the duration of the Class Period, the release includes, for Participating Class Members,  
8 including Plaintiff: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay  
9 minimum wages; (c) all claims for failure to provide compliant meal periods, or premium  
10 compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods or premium  
11 compensation in lieu thereof (e) all claims for the failure to timely pay wages upon termination or  
12 resignation; (f) all claims for non-compliant wage statements; (g) all claims for failure to indemnify  
13 work expenses; and (h) all claims asserted through California Business & Professions Code section  
14 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint (collectively,  
15 the "Class Released Claims").

16 7. For Aggrieved Employees, including Plaintiff, (and, to the extent permitted by law,  
17 the State of California), the release includes for the duration of the PAGA Period, all claims asserted  
18 in the PAGA Notice and alleged in the Operative Complaint, for PAGA civil penalties pursuant to  
19 Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of  
20 Labor Code sections 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, 432, 510,  
21 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 ("PAGA Released Claims"). The  
22 release expressly excludes all other claims, including claims for vested benefits, wrongful  
23 termination, unemployment insurance, disability, social security, workers' compensation, and any  
24 other claims outside of the Class Released Claims of Participating Class Members arising during  
25 the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent  
26 permitted by law, the State of California) arising outside of the PAGA Period. The Class Released  
27 Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

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8. The parties released shall include Defendant and each of its past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents ("Released Parties").

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

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

Dated: 11/08/2022, 2022



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge  
Judge of the Superior Court