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**FILED**  
Superior Court of California  
County of Los Angeles  
01/18/2023

David W. Slayton, Executive Officer / Clerk of Court  
By:           M. Fregoso           Deputy

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

JUAN TAGLE, on behalf of himself and all  
others similarly situated

Plaintiff,

vs.

BREK MANUFACTURING CO., a California  
Corporation; and, DOES 1 through 100,  
inclusive,

Defendants.

Case No. 20STCV45011

Case Assigned for All Purposes to:  
*The Hon. Elihu M. Berle*  
Dept: SSC- 6

**[PROPOSED] JUDGMENT**

Hearing: January 18, 2023  
Time: 11:00 a.m.

Action Filed: November 24, 2020  
Trial Date: None Set

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement  
and Motion for Attorneys’ Fees and Costs (“Final Approval Order”), JUDGMENT IS  
HEREBY ENTERED AS FOLLOWS:

1. This Judgment is entered in accordance with and incorporates by reference the  
Court’s Order Granting Final Approval of Class Action Settlement and Motion for Attorneys’  
Fees and Costs, and the definitions in the Amended Stipulation Re: Settlement of Class Action  
Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit A to the Declaration

1 of Sam Kim in Support of Plaintiff’s Motion For Final Approval of Class Action Settlement  
2 filed on November 10, 2022, and all terms defined therein shall have the same meaning as set  
3 forth in the Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court,  
4 the Court hereby enters judgment consistent with and expressly set forth in the Settlement  
5 Agreement in the above-entitled case for Plaintiff Juan Tagle, LWDA, Participating Settlement  
6 Class Members and PAGA Group Members.

7 2. Class Counsel shall file this Judgment, and provide the same to the Settlement  
8 Administrator, who shall post the Judgment on the Settlement Administrator’s website  
9 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)  
10 calendar days after Judgement. The Settlement Administrator shall post a copy of this signed  
11 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule  
12 3.771(b) of the California Rules of Court in order to provide notice to the Participating  
13 Settlement Class Members of this Judgment.

14 3. The Participating Settlement Class Members bound by this Judgment include  
15 “all non-exempt hourly employees employed by Defendant in the State of California between  
16 November 24, 2016 through March 7, 2022.” (hereafter “Settlement Class” or “Settlement  
17 Class Members”).

18 4. The PAGA Group Members bound this Judgment include “all non-exempt  
19 hourly employees employed by Defendant in the State of California between February 8, 2020  
20 through March 7, 2022. (the “PAGA Group Members,” and the “PAGA Period,” respectively).

21 5. There was one valid opt out submitted by Shelina Sewani to the Settlement  
22 Agreement.

23 6. The Individual Settlement Payments to Participating Settlement Class Members  
24 shall be made from the Net Settlement Amount according to the terms of the Settlement  
25 Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of  
26 \$990,000.00 minus the following payments:

- 27 a. \$7,500.00 shall be paid to class representative Plaintiff, Juan Tagle;

- b. \$10,000.00 in settlement administration fees and costs shall be paid to Phoenix Settlement Administrator for the fees and costs of administering the Settlement;
- c. \$330,000.00 in attorney’s fees shall be paid to Verum Law Group, APC (“Class Counsel”);
- d. \$16,374.35 in costs shall be paid to Verum Law Group;
- e. \$25,000.00 allocated to penalties under PAGA, of which \$18,750.00 shall be paid by the Settlement Administrator directly to the LWDA and the remaining \$6,250.00 shall be paid to PAGA Group Members.

7. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Class Members, PAGA Group Members, and Defendant for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of amounts paid under this settlement.

8. Upon Final Approval of the Settlement by the Court, the Settlement becoming Effective, and after Defendant has fully funded the Settlement: (a) each Participating Settlement Class Member will be deemed to have fully and finally released and discharged Defendant, and all of its current and former agents, officers, members, owners, shareholders, directors, attorneys, partners, employees, including without limitation, its parent, subsidiary, related and affiliated companies, affiliated entities, and owners (the “Released Parties”) from the “Released Class Claims.” The “Released Class Claims” are defined as: all claims alleged in the First Amended Complaint, or that could have been alleged based on the facts alleged in the First Amended Complaint, including, but not limited to: (1) failure to pay all wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; and (6) violation of the Unfair Competition Law, arising under the Labor Code or Wage Order based on the alleged failures set forth in (1) through (6) above; any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et*

1 *seq.* based on the alleged failures set forth in (1) through (6) above; and any violation of the  
2 California Labor Code arising from the alleged facts, or those claims that could have been  
3 alleged based on the facts alleged in First Amended Complaint, including, without limitation,  
4 violation of Sections 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510,  
5 512, 516, 558, 1174, 1194, 1198, and 2810.5 and their applicable Industrial Welfare  
6 Commission Wage Order provisions; and in addition, for Participating Settlement Class  
7 Members who cash their Individual Settlement Payments, the release will also include, FLSA  
8 claims for (1) the failure to pay overtime wages due under the Fair Labor Standards Act (29  
9 U.S. § 201, *et seq.*); (2) attorney fees and litigation costs incurred to litigate and resolve this  
10 Action, and (3) prejudgment interest (“FLSA Claims”); and (b) Plaintiff and the Labor &  
11 Workforce Development Agency only (“Releasing PAGA Parties”) will be deemed to have  
12 fully and finally released and discharged the Released Parties from the “Released PAGA  
13 Claims.” The “Released PAGA Claims” are defined as: the PAGA claims stated in the FAC  
14 and the PAGA Notice, including but not limited to: Labor Code sections 201, 202, 203, 204,  
15 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1198, 2698, and 2699 *et*  
16 *seq.* and their applicable Industrial Welfare Commission Wage Order provisions.

17 9. Participating Settlement Class Members who cash their Individual Settlement  
18 Payment checks will release their FLSA Claims.

19  
20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21 Dated: FEJGH



22 **Elihu M. Berle**

*The Hon. Elihu M. Berle*

Elihu M. Berle / Judge

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast  
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described **[PROPOSED] JUDGMENT**,  
8 on each of the interested parties in this action by placing  the original  a true copy thereof  
9 enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

9 Attorneys for Defendant BREK  
10 MANUFACTURING, CO.

11 John D. Hayashi  
12 David J. Rashe  
13 **MORGAN, LEWIS & BOCKIUS LLP**  
14 600 Anton Blvd., Suite 1800  
15 Costa Mesa, CA 92626  
16 Phone: (949) 399-7000  
17 Fax: (949) 399-7001  
18 [john.hayashi@morganlewis.com](mailto:john.hayashi@morganlewis.com)  
19 [david.rashe@morganlewis.com](mailto:david.rashe@morganlewis.com)

Attorneys for Defendant BREK  
MANUFACTURING, CO.

Jeff J. Astarabadi,  
jastarabadi@muchlaw.com  
**MUCH SHELIST, P.C.**  
660 Newport Center Drive, Suite 900  
Newport Beach, CA 92660  
Telephone: (949) 767-2200  
Facsimile: (949) 385-5355

17  **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept  
18 service by electronic transmission using Case Anywhere, I caused the documents to be sent  
19 to the persons at the electronic notification addresses listed above (or on the attached service  
20 list). I did not receive, within a reasonable time after the transmission, any electronic  
21 message or other indication that the transmission was unsuccessful.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing  
23 is true and correct.

24 Executed on January 18, 2023, at El Segundo, California.

25   
26 Carla Flores  
27  
28