

Bruce Kokozyan, Esq. (SBN 195723)
Alex DiBona, Esq. (SBN 265744)
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd, Suite 1200
Los Angeles, California 90024
Telephone (323) 857-5900
Fax (310) 275-6301
bkokozyan@kokozyanlawfirm.com
dibona@kokozyanlawfirm.com

FILED
Superior Court of California
County of Los Angeles
05/12/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

Jesus Mayoral, individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

JESUS MAYORAL, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

ANTELOPE VALLEY FAIR
ASSOCIATION, a California corporation;
and DOES 1 through 100, Inclusive
Defendants.

CASE NO. 20STCV07232

[Assigned for all purposes to the Hon. William F.
Highberger- SSC Dept "10"]

CLASS ACTION

[PROPOSED] JUDGMENT

Date: May 12, 2022

Time: 11:00 a.m.

Dept.: SSC-10

Action Filed: February 25, 2020

Trial Date: None Set

The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation
and Settlement of Class Action and Private Attorneys General Act Claims (the "Stipulation" and

1 “Settlement Agreement”) that was filed previously with this Court. On May 12, 2022 this Court
2 conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court
3 and this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
4 Settlement (the “Preliminary Approval Order”) entered herein on January 14, 2022. Due and adequate
5 notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the
6 Court having considered all papers filed and proceedings had herein and otherwise being fully informed
7 in the matter, and good cause appearing on May 12, 2022 this Court granted final approval of the class
8 settlement and entered its Order Granting of Plaintiff’s Motion for Final Approval of Class Action
9 Settlement, thereon (the “Final Approval Order”), therefore:

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

11 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated
12 herein by reference, this Court finds that the applicable requirements of the California Code of Civil
13 Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the
14 Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of
15 the Class for settlement purposes, as set forth in the Preliminary Approval Order.

16 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the
17 parties’ Stipulation, together with the definitions of terms used and contained therein.

18 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all
19 parties to the Class Action, including all members of the Settlement Class.

20 4. Consistent with the definitions in the Settlement, the term Class/ Class Members means the class
21 conditionally certified for settlement purposes, consisting of all current and former employees of
22 Defendant ANTELOPE VALLEY FAIR ASSOCIATION who were employed in California during the
23 Class Period, as hourly paid employees and who worked for Defendant at the Antelope Valley Fair
24 Grounds (“Class Members”) with the following exceptions: 1) employees of Defendant who were
25 members of a union during the Class Period as defined below and whose union had a collective
26 bargaining agreement (“CBA”) with Defendant in effect during the Class Period as defined below 2)
27 Employees of Defendant grandfathered in from the 50th District Agricultural Association. The Class
28 Period is defined as February 25, 2016 through May 20, 2021.

1 5. The Released Claims for the Participating Class Members as defined by the Settlement
2 Agreement are covered by and included within the Settlement and this Judgment.

3 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the
4 standards and applicable requirements for final approval of this class action settlement under California
5 law include the provision of California Code of Civil Procedure Section 382.

6 7. The Class Notice given to the Class Members fully and accurately informed the Class Members
7 of all material elements of the proposed Settlement and of their opportunity to object to or comment
8 thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
9 all Class Members; and complied fully with the laws of the State of California, the United States
10 Constitution, due process, and other applicable law. The Class Notice fairly and adequately described
11 the Settlement and provided Class Members adequate instructions and a variety of means to obtain
12 additional information. A full opportunity has been afforded to the Class Members to participate in the
13 Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard.

14 8. The Court hereby approves the Settlement and direct the Parties to effectuate the Settlement
15 according to its terms.

16 9. Upon the Effective Date and upon Defendant fully funding the Settlement, Participating Class
17 Members for the Class Period shall fully and finally release and discharge the Released Parties
18 of all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every
19 nature and description, arising from any and all claims which were asserted in the Action or could have
20 been asserted based on the facts alleged in the Action, and arising during the Class Period of this
21 settlement, including statutory, constitutional or common law claims for wages, damages, unpaid costs,
22 liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or
23 other relief under California Business & Professions Code §17200, et seq. based on the following
24 categories of allegations as set forth in the operative complaint: (a) all claims for unpaid overtime
25 wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d)
26 all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all
27 wages due and owing at the time of an employee's termination or discharge; (f) all claims for the failure
28 to issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices

under California's Business and Professions Code based on the preceding claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims. "Released Parties" means and refers to Defendant Antelope Valley Fair Association and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents.

10. Without affecting the finality of this Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6 and rule 3.769(h) of the California Rules of Court.

11. The Court hereby finds that the Gross Fund Value of \$250,000 and the means of distributing the Net Fund Value to Participating Class Members are fair, reasonable and adequate. The Claims Administrator will distribute the Net Fund Value to participating class members in accordance to the instruction and timeline set forth in the settlement.

12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC as Class counsel. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$82,500 and costs of \$15,901.50. as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing and all other work related to this case and all costs, as these requests are fair and reasonable. The Court finds that the Class Counsel's requested fees attorneys' fees falls within the range of reasonableness and that the results justify the award. Costs to the Claims Administrator CPT in the amount of \$13,000 is hereby approved as fair and reasonable.

13. The Court hereby approves a Service Award to the Named Plaintiff in the amount of \$5,000. Named Plaintiff's Service Award is approved based on his contribution to the class, risks incurred, stigma, execution of a general release and all other factors presented to the Court, the Court finds this

request fair and reasonable.

14. The Court hereby approves a PAGA penalty of \$7,500 with \$5,625 payable to the Labor Workforce Development Agency (LWDA), as this requests is fair and reasonable. The balance of \$1,875 payable to Class Members.

15. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class as to all the claims released by the Stipulation, and shall constitute res judicata and collateral estoppel with respect to any and all such released claims, except to those who opted out of the settlement. There are three (3) opt outs of this settlement as follows: (1) Juan A. Barba; (2) Rafael A. Barba and (3) Ginger Sue O'Donnell.

16. The Court further confirms and finds that nothing contained in the Stipulation, the Preliminary Approval Order, this Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendant, or any other Released Parties with respect to any of the claims and causes of action asserted by the Settlement Class or any member thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Stipulation or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendant under the Stipulation and this Final Order and Judgment.

17. By operation of the entry of Judgment, as of the Effective Date, the parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Settlement.

IT IS SO ORDERED.

Dated: 05/12/2022



A handwritten signature in black ink, reading "W.F. Highberger".

William F. Highberger / Judge
Honorable William F. Highberger
Judge of the Superior Court

PROOF OF SERVICE

Jesus Mayoral v. Antelope Valley Fair Association

LASC CASE NO. 20STCV07232

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

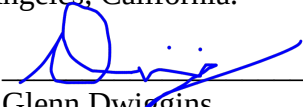
On April 27, 2022, I served true copies of **[PROPOSED] JUDGMENT** on INTERESTED PARTIES as stated on the attached Service List.

[X] BY CASE ANYWHERE: A true and correct copy was electronically served on counsel of record on the attached service list by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED ELECTRONIC SERVICE LIST

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

Executed on April 27, 2022, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

Greenspoon Marder Law

Ransom Boynton, Esq. (ransom.boynton@gmlaw.com)

Michael Fostakowsky, Esq. (michael.fostakowsky@gmlaw.com)

Brian Koegle, Esq. (brian.koegle@gmlaw.com)

1875 Century Park East, Suite 1900

Los Angeles, CA 90067

Phone: (323) 880-4520

Representing:

Antelope Valley Fair Association