

Kane Moon (SBN 249834)
 kane.moon@moonyanglaw.com
 H. Scott Leviant (SBN 200834)
 scott.leviant@moonyanglaw.com
 Lilit Tunyan (SBN 329351)
 lilit.tunyan@moonyanglaw.com
 Mariam Ghazaryan (SBN 341119)
 mariam.ghazaryan@moonyanglaw.com
MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

FILED
 Superior Court of California
 County of Los Angeles
10/07/2022
 Sherri R. Carter, Executive Officer / Clerk of Court
 By: A. Lim Deputy

Attorneys for Plaintiffs MARICELA OCHOA, JUDY OCHOA, and LILIA OCHOA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARICELA OCHOA, JUDY OCHOA, and
 LILIA OCHOA, individually, and on behalf of
 all others similarly situated,

Plaintiffs,

vs.

ORLANDO SPRING CORP., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV34312

[Assigned to Hon. William F. Highberger, Dept.
 10]

**~~PROPOSED~~ JUDGMENT FOLLOWING
 ORDER GRANTING FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT**

Date: October 7, 2022
 Time: 1:30 p.m.
 Courtroom: Dept. SSC-10
 Judge: Hon. William F. Highberger

Complaint filed: September 4, 2020
 Trial date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs MARICELA OCHOA, JUDY OCHOA, and LILIA OCHOA (“Plaintiffs”) and
3 Defendant ORLANDO SPRING CORP. (“Defendant”) have reached terms of settlement for a putative
4 class action.

5 On or about October 7, 2022, Court issued an Order granting Plaintiffs’ motion for final approval
6 of a proposed class action settlement of the claims asserted against Defendant in this action (“Final
7 Approval Order”). The Settlement is memorialized in the JOINT STIPULATION OF CLASS ACTION
8 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiffs’ Motion for Final Approval
9 of Class Action Settlement [“Leviant Decl.”], at Exh. 1). The JOINT STIPULATION OF CLASS
10 ACTION SETTLEMENT is referred to herein as the “Agreement” or “Settlement.”

11 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to be
13 a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

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

19 The Class Members are:

20 All non-exempt employees of Defendant who worked in California during the
21 Class Period (the “Class Period” is September 4, 2016 through the date of February 25,
22 2022).

23 (Settlement, ¶¶ 1(d), (e).) No Class Members requested exclusion. All Class Members are Settlement
24 Class Members.

25 The Court also defines the following “PAGA Employees” impacted by the proposed settlement of
26 PAGA claims: All Class Members that worked at any time during the PAGA Period (September 4, 2019
27 through February 25, 2022).

28 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
follows:

1 (a) Identity of Released Parties. The released parties are Defendant, and each of
2 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
3 subsidiaries, brother and sister corporations, divisions, related companies, successors
4 and predecessors, and current and former employees, attorneys, officers, directors,
shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
executors, partners, privies, agents, servants, insurers, representatives, administrators,
employee benefit plans, and assigns of said entities (collectively "Releasees").

5 (b) Date Release Becomes Effective. The Released Claims will be released upon
6 the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
7 obligation to provide to the Settlement Administrator a sum in the amount required to
8 satisfy all required payments and distributions pursuant to this Settlement and the Order
and Judgment of final approval. Class Members will not release the Released Claims or
Released PAGA Claims until both the Effective Date of the Settlement has occurred,
and Defendant has paid all amounts owing under the Settlement.

9 (c) Claims Released by Settlement Class Members. Each and every Class Member,
10 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
11 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-
out from the release of Released PAGA Claims), hereby releases Releasees from the
following claims for the entire Class Period:

12 1) any and all claims stated in the First Amended Complaint, or that could have
13 been stated based on the facts alleged in the First Amended Complaint, implicitly or
14 explicitly, including but not limited to state wage and hour claims (including all claims
15 under the California Labor Code) for unpaid wages, minimum wage, overtime, meal
16 periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees,
17 waiting time penalties, withholding from wages and the related provisions of the Labor
Code including but not limited to Labor Code §§ 201-204, 210, 216, 226, 226.3, 226.7,
510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under California Business
& Professions Code §§ 17200 et seq., and all claims under the governing Wage Order
("Released Claims");

18 2) as to any Class Member who cashes their Settlement Payment, the signing and
19 negotiation of that check shall serve as the Class Member's consent to join the action
20 for purposes of releasing claims arising under the Fair Labor Standards Act that are
related to the claims stated in the First Amended Complaint, implicitly or explicitly;
and,

21 3) in addition, as to all Class Members employed during the Released PAGA
22 Claims Period, whether requesting exclusion from the Settlement or not, claims arising
23 under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the
extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA
(Exhibit B [to the Settlement]) and the First Amended Complaint in this matter (i.e., the
Released PAGA Claims).

24 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
25 Approval Order, according to the deadlines specified in the Settlement.

26 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
27 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,
28

1 Settlement Class Members, and Defendant, for the purposes of:

2 (a) supervising the implementation, enforcement, construction, and interpretation of the
3 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
4 and the Judgment; and

5 (b) supervising distribution of amounts paid under this Settlement.

6
7 **IT IS SO ORDERED.**

8 10/07/2022

9 Dated: _____



Hon. William F. Highberger
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Attwood Gregg LLP
Mark Attwood, Esq. (mra@attwoodgregg.com)
Jessica Gregg, Esq. (jcg@attwoodgregg.com)
527 West 7th Street, Suite 912
Los Angeles, CA 90014
Phone: (213) 985-2233
Fax: (213) 985-7181

Attorneys for Defendant

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **September 12, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature