

DAVID YEREMIAN & ASSOCIATES, INC.
 David Yeremian (SBN 226337)
 david@yeremianlaw.com
 Alvin B. Lindsay (SBN 220236)
 alvin@yeremianlaw.com
 2540 Foothill Blvd., Suite 201
 La Crescenta, CA 91214
 Telephone: (818) 230-8380
 Facsimile: (818) 230-0308

Attorneys for Plaintiff Eduardo Diaz Galan,
 on behalf of himself and others similarly situated

FILED
 Superior Court of California
 County of Los Angeles
06/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

EDUARDO DIAZ GALAN, an individual,
 on behalf of himself and others similarly
 situated,

Plaintiff,

vs.

ELITE COMFORT SOLUTIONS, LLC, a
 Delaware limited liability company, and
 DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV35875

CLASS ACTION

Assigned for All Purposes To:
 Hon. Carolyn B. Kuhl
 Dept.: 12 Spring Street Courthouse

~~PROPOSED~~ FINAL JUDGMENT

*[Filed concurrently with Notice of Motion and
 Motion; Memorandum of Points and Authorities;
 the Declarations of David Yeremian, Alvin
 Lindsay and Madely Nava; and [Proposed]
 Order]*

Date: June 1, 2022
 Time: 10:30 a.m.
 Location: Department 12

Complaint Filed: September 18, 2020
 First Amended Complaint: December 23, 2020
 Trial Date: None Set

JUDGMENT

The Court has received and considered the motion for final approval (“Final Approval Motion”) of the Amended Joint Stipulation for Class Action Settlement and Release of All Claims (“Settlement Agreement”) between Plaintiff Eduardo Diaz Galan (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Elite Comfort Solutions, LLC (“Defendant”) (collectively, “the parties”), and Defendant. This Court is entering its Order Granting Final Approval of the Settlement Agreement (the “Final Approval Order”) following the final fairness and approval hearing conducted on June 1, 2022.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. The Court hereby enters final judgment in accordance with the terms of the parties’ submitted Settlement Agreement and the Final Approval Order, which are incorporated herein by this reference as though set forth in full.

2. The Class is defined as: “all current and former employees of Defendant, classified as non-exempt or hourly-paid workers, who worked for Defendant in California for at least one shift at any time during the period starting four years before the commencement of this action (September 18, 2020) through and including September 30, 2021.” There are a total of 337 Settlement Class Members, as there were no objectors and no requests for exclusion. .

3. This action shall be and hereby is dismissed on the merits and with prejudice, and no further notice of the entry of this Judgment needs to be provided to Settlement Class Members, aside from the mailing of their settlement checks and as set forth in the Final Approval Order.

4. Upon entry of this Judgment, and in accordance with the Settlement Agreement, the 337 participating Settlement Class Members will release the Released Parties from the following Released Claims by Settlement Class Members:

means the Claims that Class Members are fully releasing in exchange for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages as specified below. Released Claims means all claims actually asserted or which could have been asserted in the Action by the Class Members against the Released Parties, arising during the Class Period, based on the facts alleged in the operative Complaint, including but not limited to claims for: (1) failure to pay minimum wages in violation of Labor Code §§ 201-204, 1194, 1194.2 1197, 1197.1, and the

1 applicable Wage Order; (2) failure to pay wages and overtime in violation of Labor
2 Code §§ 201-204, 510, 558, 1194, 1198, 1199, and the applicable Wage Order; (3)
3 failure to authorize and permit meal breaks in violation of Labor Code §§ 226.7,
4 512, and the applicable Wage Order; (4) failure to authorize and permit rest breaks
5 in violation of Labor Code §§ 226.7, 512, and the applicable Wage Order; (5)
6 failure to provide accurate, itemized wage statements in violation of Labor Code §
7 226(a); (6) unlawful wage deductions in violation of Labor Code § 221; (7) failure
8 to pay all wages owed under Labor Code §§ 204, 210, 218.5, 1194, 1198, and the
9 applicable wage order; (8) failure to pay all wages due upon separation of
10 employment in violation of Labor Code § 203; (9) failure to reimburse for
11 necessary business expenses in violation of Labor Code § 2802; and (10)
12 violations of the Business and Professions Code section 17200 *et seq.*. Released
13 Claims also includes all claims that were or that could have been alleged in the
14 Action based on the facts stated in the Complaint, including but not limited to any
15 claims for violations of the Fair Labor Standards Act, the California Labor Code,
16 and the relevant Wage Order. The term "Released Claims" also includes Plaintiff's
17 claim that Defendant is liable for the attorneys' fees incurred to prosecute this
18 Action on behalf of Class Members, including fees incurred for the services of
19 Class Counsel, and any claim that Defendant is liable for any other remedies, civil
20 penalties, statutory penalties, or interest under California law based on the facts
21 alleged in the operative Complaint. The term "Released Claims" also includes all
22 claims that the Class Members may have against the Released Parties relating to (i)
23 the payment, taxation and allocation of attorneys' fees and costs to Class Counsel
24 pursuant to this Settlement Agreement, and (ii) the payment, taxation and
25 allocation of Plaintiff's Service Award pursuant to this Settlement Agreement.

14 5. Pursuant to the Settlement, C.C.P. § 664.6, and C.R.C. 3.769(h), the Court retains
15 jurisdiction over the Plaintiff, all Settlement Class Members, and Defendant for the purposes set
16 forth in the Final Approval Order.

17 6. This Judgment is intended to be a final disposition of the above-captioned action in
18 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
19 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

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

21
22 Dated: 06/01/2022, 2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Hon. Carolyn B. Kuhl
Judge of the Superior Court