

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

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SALVADOR RUVALCABA, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

QUINN GROUP, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV41323

[Assigned for All Purposes to Hon. Stuart M.
Rice, Department 1]

~~[SECOND AMENDED PROPOSED]~~ FINAL
JUDGMENT

Date: June 13, 2022
Time: 10:30 a.m.
Courtroom: Dept. SSC-1
Judge: Hon. Stuart M. Rice

Action Filed: October 23, 2020
Trial Date: Not Set

FILED

Superior Court of California
County of Los Angeles

06/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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

2 Plaintiff SALVADOR RUVALCABA (“Plaintiff”) and Defendant QUINN GROUP, INC.
3 (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached terms of settlement of this action
4 alleging a claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor
5 Code § 2698, *et seq.* (“PAGA”).

6 The Parties filed a Motion for approval of the settlement, memorialized in the corrected FIRST
7 AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
8 RELEASE (the “Settlement”). A true copy of the Settlement is attached to the ORDER GRANTING
9 PLAINTIFFS’ MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT
10 PURSUANT TO THE PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA Settlement
11 Order”) as Exhibit A and to the Second Supplemental Declaration of H. Scott Leviant filed in support of
12 the Motion for approval of the Settlement as Exhibit 9.

13 The Court granted the Parties’ Motion. The PAGA Settlement Order is incorporated herein in its
14 entirety.

15 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
16 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
17 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
18 defined herein, have the same meaning as given in the Settlement Agreement executed by the parties.

19
20 **JUDGMENT**

21 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
22 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
23 from Defendant, except as expressly set forth in the Settlement, which is attached as Exhibit A to the
24 PAGA Settlement Order and as Exhibit 9 to the Second Supplemental Declaration of H. Scott Leviant in
25 support of Plaintiff’s Motion, and as approved and awarded by the Court.

26 The Aggrieved Employees are:

27 All non-exempt employees who are or were employed by Defendant within the State of
28 California from October 13, 2019 through the date of entry of order for PAGA
settlement approval.

1 Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce Development
2 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
3 Judgment.

4 PAGA claims are released as follows:

5 The Parties agree and acknowledge that, to the maximum extent permitted by law, the
6 final judgment entered pursuant to this settlement will bind all those who would be
7 bound by a judgment if the action had been brought by the LWDA, including Plaintiff,
8 the LWDA, and the Aggrieved Employees, with respect to the recovery of civil
9 penalties under the California Private Attorneys General Act, California Labor Code §
10 2698, et. seq. only, against the “Released Parties”. It is expressly understood and
11 agreed that this settlement only includes a full release of the PAGA claims asserted in
12 the Lawsuit and both of Plaintiff’s Complaint and/or PAGA Notice filed with the
13 LWDA attached as Exhibit A [to the Settlement], including all PAGA claims stated
14 expressly or by implication in the Notice filed with the LWDA or that could have been
15 alleged based on the facts and circumstances set forth therein and any related claims for
16 attorneys’ fees, costs, or interest resulting based on the PAGA cause of actions (all of
17 the foregoing are collectively referred to as Plaintiff’s “Representative PAGA Claims”).
18 In addition, Plaintiff shall execute general releases of all claims as part of the terms of
19 the Agreement. With the exception of Plaintiff, this settlement shall not impact
20 Aggrieved Employees’ ability to assert claims other than PAGA claims arising from the
21 alleged foregoing violations of the Labor Code.¹

22 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
23 terms of the Settlement.

24 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
25 Settlement Order, and this Judgment.

26 Nothing in this Judgment or the Settlement will be construed as an admission or concession by
27 any party.

28 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
prejudice, each side to bear its own costs and attorneys’ fees, except as provided by the Settlement

¹ The effective date (“Effective Date”) of the Agreement shall mean the following: (a) the date of entry of the order of the court approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

1 Agreement.

2 Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this action
3 for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
4 well as the Settlement.

5
6 **JUDGMENT IS ENTERED ACCORDINGLY.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

8 Dated: 06/13/2022

Stuart M. Rice / Judge

Hon. Stuart M. Rice
LOS ANGELES SUPERIOR COURT JUDGE

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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: **[SECOND AMENDED PROPOSED] FINAL JUDGMENT** 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:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Robert L. Wenzel

Carol A. Gefis

20 Pacifica, Suite 1100

Irvine, California 92618

Telephone: (949) 453-4260

Facsimile: (949) 453-4262

Email: RWenzel@aalrr.com

Email: CGefis@aalrr.com

Attorneys for Defendant Quinn Group, Inc.

☒ **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 **June 10, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature