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and on behalf of all others similarly situated.

FILED
Superior Court of California
County of Los Angeles

03/16/2023

David W. Slayton, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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

PAUL GARCIA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 21STCV20749

*Assigned for All Purposes to the:
Hon. Kenneth R. Freeman
Dept. 14*

**REVISED [~~PROPOSED~~] FINAL
JUDGMENT**

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 March 7, 2023, at 10:00 a.m., in Department 14 of the above-captioned Court. Consistent with
3 this Court's Order Granting Preliminary Approval, filed and entered on October 17, 2022
4 ("Preliminary Approval Order"), the Court's Order Granting Final Approval filed and entered
5 on March 7, 2023 ("Final Approval Order"), and the Joint Stipulation of Settlement
6 ("Settlement Agreement") entered into by Plaintiff Paul Garcia and Defendant Center for
7 Employment Opportunities, Inc. ("Defendant"), a copy of which was filed in conjunction with
8 the Plaintiff's Motion for Final Approval of Class Action Settlement, attached as Exhibit 1 to the
9 Declaration of Kristy R. Connolly, and due and adequate notice having been given to all
10 Settlement Class Members as required in the Preliminary Approval Order, it is hereby
11 ORDERED, ADJUDGED, AND DECREED as follows:

12 1. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 2. The Court finds and determines that the terms of the Settlement are fair,
15 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
16 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
17 should be and hereby are ordered to be consummated, as set forth in its Final Approval Order.

18 3. The Court has certified a Class, as that term is defined in and by the terms of the
19 Settlement Agreement as all current and former non-exempt employees employed by Defendant
20 Center for Employment Opportunities in California at any time during the Class Period of
21 August 14, 2016 through September 15, 2021. The following current or former non-exempt
22 employees are excluded from the class: Donald Kennedy, Micah Irby, Sand Phan and Caridad
23 Valderrama.

24 4. All Settlement Class Members were given a full and fair opportunity to participate
25 in the approval hearing. As of the date Defendant funds the Gross Settlement Amount, Named
26 Plaintiff and the Class will have released a) Defendants and each and all past or present partners,
27 parent companies, subsidiaries, divisions, related or affiliated companies (regardless whether
28 such partners, parent companies, subsidiaries, divisions, related or affiliated companies are

1 individuals, corporations, partnerships, limited partnerships, limited liability companies, or other
2 forms of entity) of Defendants; (b) each and all of the predecessor or successor entities of any of
3 those entities identified in subparagraph (a); (c) any other individuals or entities of any kind
4 including, but not limited to, any payroll companies, which have been or could be alleged to be
5 in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any
6 other theory) for any violations described in Article V below and occurring as a result of
7 employment with Defendant, including Defendant’s counsel of record in the Action; and (d) all
8 past and present directors, officers, representatives, insurers, agents, shareholders, partners,
9 members, lawyers, successors and assigns, and employees of any of the individuals or entities
10 identified in subparagraphs (a), (b), or (c) (the “Released Parties”) from any and all claims
11 alleged or that could have been alleged in Plaintiff’s operative Complaint based on the facts
12 alleged, which arose during the Class Period, including but not limited to (1) failure to pay
13 minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure
14 to authorize or permit rest periods (5) failure to reimburse business expenses; (6) failure to
15 furnish accurate itemized wage statements wage statement violations (7) failure to pay wages
16 upon separation of employment and within the required time (8) violation of California Business
17 and Professions Code §§17200, *et seq.*, based on the preceding claims (“Released Claims”).
18 Upon the date of funding the Gross Settlement Amount, the State of California and PAGA Group
19 Members release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the
20 LWDA, which arose during the PAGA Period, regardless of whether PAGA Group Members opt
21 out of the Class Settlement. “PAGA Group Members” means all Class Members employed by
22 Defendant at any time between February 8, 2020 through September 15, 2021 (the “PAGA
23 Period”).

24 5. Without affecting the finality of this order or the entry of judgment in any way,
25 the Court retains jurisdiction of all matters relating to the interpretation, administration,
26 implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.
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1 6. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement
3 entered on March 7, 2023.

4 7. A Non-Appearance Case Review hearing shall be held before this Court on
5 **December 18, 2023** at 4:00 p.m. in Dept. 14 of the above-entitled Court. Upon completion of
6 administration of the Settlement, the Settlement Administrator shall provide written certification
7 of such completion to the Court and counsel for the Parties which shall be filed with the Court
8 by **December 6, 2023** at 12:00 p.m.

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



12 DATED: 03/16/2023, ~~2023~~

Kenneth R. Freeman / Judge

13 Honorable Kenneth R. Freeman
14 JUDGE OF THE SUPERIOR COURT
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