

COPY

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff JUSTIN WALKER

FILED
ALAMEDA COUNTY

MAY 20 2024

CLERK OF THE SUPERIOR COURT

By Nicole Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

JUSTIN WALKER, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THE SPANISH SPEAKING UNITY COUNCIL
OF ALAMEDA COUNTY INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: RG21106374

[Hon. Noel Wise]

CLASS ACTION

~~AMENDED PROPOSED~~ JUDGMENT
FOLLOWING ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT

Date: April 23, 2024
Time: 9:00 a.m.
Courtroom: Dept. 21
Judge: Hon. Noel Wise

Action Filed: July 21, 2021
Trial Date: Not Set

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

2 Plaintiff filed a motion for final approval of a class action settlement of the claims asserted
3 against Defendant in this action. Following the April 23, 2024 hearing, the Court issued an Order
4 granting Plaintiff's Motion for Final Approval of a proposed class and representative action settlement of
5 the claims asserted against Defendant in this action ("Final Approval Order"). The settlement is
6 memorialized in the FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT
7 AGREEMENT AND CLASS NOTICE (the "Agreement"). (See Declaration of H. Scott Leviant in
8 Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement
9 ["Leviant Decl."], at Exh. 1.)

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

13
14 **JUDGMENT**

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

18 The Class Members are:

19 All current and former hourly non-bargaining unit employees who worked for
20 Defendant in California during the Class Period (the "Class Period" is the period from
21 July 21, 2017, through the date of Preliminary Approval (Settlement, ¶ 1.5; 1.12)
22 "Participating Class Member" means a Class Member who does not submit a valid and
timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶
1.34.)

23 Two Class Members timely requested exclusion from the Class. The Class Members who timely request
24 exclusion from the Class are Emil B. Margolis and Kathya E. Orozco Medina. All other Class Members
25 are Participating Class Members and are bound by the Final Approval Order and Judgment in the Action.

26 All Class Members who worked at any time between July 21, 2020 through the date of final
27 approval of the Parties' settlement agreement by the Court are "Aggrieved Employees" for purposes of
28 distributing the \$11,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release

1 of the PAGA claims and will therefore receive a share of the \$11,000, irrespective of whether they are
2 Participating Class Members.

3 Once Defendant fully funds the Settlement by paying all amounts due under the Settlement, the
4 Class Representative, and Participating Class Members who have not submitted a valid and timely
5 request for exclusion will release claims as follows:

6 All Participating Class Members, on behalf of themselves and their respective former
7 and present representatives, agents, officers, employees, directors, owners, subsidiaries,
8 DBA's, affiliates, and parent companies release Released Parties from (i) all claims,
9 charges, complaints, liens, demands, causes of action, obligations, damages and
10 liabilities, known or unknown, suspected or unsuspected, that each participating class
11 member had, now has, or may hereafter claim to have, and that were asserted in the
12 Action, or that arise from or could have been asserted based on any of the facts,
13 circumstances, transactions, events, occurrences, acts, disclosures, statements,
14 omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such
15 claims arise under federal, state and/or local law, statute, ordinance, regulation,
16 common law, or other source of law ("the Released Claims"). The Released Claims
17 specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226, 226.7,
18 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage
19 Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on
20 alleged violations of these Labor Code and Wage Order provisions) and all other
21 claims, such as those under the California Labor Code, Wage Orders, regulations,
22 and/or other provisions of law, that could have been pleaded based on the facts asserted
23 in the Action, including: (1) failure to timely pay employees upon separation or
24 discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to
25 reimburse necessary business expenditures, (4) failure to provide meal or rest periods of
26 compensation in lieu thereof, (5) failure to provide accurate itemized wage statement,
27 (6) all related violations of the applicable Wage Orders; (7) all related violations of
28 California's unfair competition law; and (8) interest, fees, and costs ("Released
Claims"). The enumeration of these specific statutes shall neither enlarge or narrow the
scope of res judicata based on the claims that were asserted in the Action or could have
been asserted in the Action based on the facts and circumstances alleged in any
Complaint on file in the Action.

20 "Released Parties" means Spanish Speaking Unity Council, Inc. and each of its agents,
21 officers, employees, directors, owners, subsidiaries, DBA's, affiliates, and parents
22 companies.

22 Once Defendant fully funds the Settlement by paying all amounts due under the Settlement,
23 Plaintiff and the LWDA, will release PAGA claims as follows:

24 Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff Walker is
25 the designated agent of the California Labor and Workforce Development Agency
26 ("LWDA"), and is proceeding as a private attorney general, by bringing this
27 enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202,
28 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related
IWC Wage Orders.

The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be
deemed to have, and by operation of the Final Approval Order and Judgment shall

1 have, released the Released Parties from any claim for civil penalties arising out of the
2 Released Claims or specifically enumerated in the proceeding paragraph.

3 As consideration for this release, the LWDA shall receive 75% of the PAGA Payment,
4 consistent with the requirements of the Labor Code sections 2698, et seq.

5 PAGA Members shall receive 25% of the PAGA payment consistent with the
6 requirements of the Labor Code sections 2698, et seq.

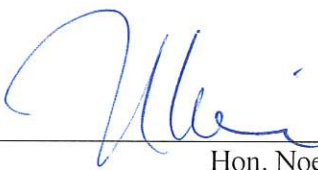
7 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
8 Approval Order, according to the deadlines specified in the Settlement.

9 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
10 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
11 Class Members, and Defendant, for the purposes of:

- 12 (a) supervising the implementation, enforcement, construction, and interpretation of the
13 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
14 and the Judgment; and
15 (b) supervising distribution of amounts paid under this Settlement.

16 **IT IS SO ORDERED.**

17
18 Dated: 5/20/24


19 Hon. Noel Wise
20 ALAMEDA SUPERIOR COURT JUDGE

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 05/20/2024 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
PLAINTIFF/PETITIONER: Justin Walker		
DEFENDANT/RESPONDENT: The Spanish Speaking Unity Council of Alameda County, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: RG21106374

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Kane Moon
Moon & Yang APC
1055 W Seventh Street
Suite #1880
Los Angeles, CA 90017-

Mollie Burks
Gordon Rees Scully Mansukhani LLP
1111 Broadway, Ste 1700
Oakland, CA 94607-

Dated: 05/20/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING