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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSE LOPEZ CUADRAS, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; OMAR LOPEZ CUADRAS
and EDWIN LOPEZ CUADRAS, on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

v.

GUINN CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No. BCV-21-101520

CLASS ACTION

*[Assigned for all purposes to Hon. Gregory
Pulskamp, Dept. J]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 22, 2024
Time: 8:30 a.m.
Dept.: J

1 On or around August 31, 2023, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Jose Lopez Cuadras, Omar Lopez Cuadras, and Edwin Lopez
3 Cuadras (collectively, “Plaintiffs”) now seek an order granting final approval of the Class Action
4 and PAGA Settlement Agreement and Class Notice (“Settlement”), attached to the Declaration of
5 Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as
6 **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Guinn Corporation (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement between Plaintiffs and Defendant, attached to the Declaration of Justin F. Marquez in
21 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. All Participating Class Members, on behalf of themselves and their respective

1 former and present spouses, family members, representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, release Released Parties from (i) all claims that were
3 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
4 Operative Complaint and ascertained in the course of the Action including, but not limited to
5 claims for (a) failure to pay minimum, straight-time, overtime, or double-time wages, and failure
6 to pay other wages of any kind during employment; (b) failure to authorize and permit rest periods
7 or pay rest period premiums; (c) failure to provide meal periods or pay meal period premiums; (d)
8 failure to provide accurate and itemized wage statements; (e) failure to maintain accurate
9 employment records; (f) failure to reimburse or indemnify all necessary business expenses; and (g)
10 claims brought under Business & Professions Code section 17200, et seq., based on the
11 aforementioned, including, but not limited to all claims for unfair, unlawful and harmful conduct
12 to class members, the general public, and Defendant's competitors and claims of unlawfully
13 gaining an unfair advantage over other businesses, and all damages, liquidated damages, interest,
14 penalties, attorneys' fees, costs, and other amounts recoverable based on the aforementioned, to
15 the extent permissible. This release includes, but is not limited to, claims for alleged violations of
16 the California Labor Code sections 204, 210, 226, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2,
17 1197, 1197.1, 1198, and 2802 and the applicable Wage Orders. Excluded from this portion of the
18 release are claims for PAGA penalties that were alleged, or reasonably could have been alleged,
19 based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs' PAGA Notice.

20 7. All Aggrieved Employees (regardless of whether they are participating in the class
21 action component of the Settlement) are deemed to release, on behalf of themselves and their
22 respective former and present spouses, family members, representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
24 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
25 Operative Complaint and the PAGA Notice and ascertained in the course of the Action including,
26 but not limited to, any claims for civil penalties based on Defendant's alleged: (a) failure to pay
27 minimum, straight-time, overtime, or double-time wages, and failure to pay other wages of any kind
28 during employment; (b) failure to authorize and permit rest periods or pay rest period premiums; (c)

1 failure to provide meal periods or pay meal period premiums; (d) failure to provide accurate and
2 itemized wage statements; (e) failure to maintain accurate employment records; (f) and failure to
3 reimburse or indemnify all necessary business expenses. This includes, but is not limited, claims for
4 alleged violation of California Labor Code sections 204, 210, 226, 226.7, 510, 512, 1174(d), 1174.5,
5 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

6 8. As of the Effective Date, all members of the Settlement Class, except those that made
7 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
8 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
9 Released Parties for any of the Released Claims arising during the Settlement Period. The following
10 individual submitted a valid Exclusion Form and is not bound by the terms of the settlement:
11 Theodore Grossini.

12 9. The Parties shall bear their own respective attorneys' fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court.

14 10. Solely for purposes of effectuating the settlement, the Court finally certified the
15 following Class: "all persons employed by Defendant in California and classified as nonexempt
16 employees who worked for Defendant during the Class Period."

17 11. The Class Period means the period from January 5, 2017 to January 10, 2023.

18 12. The PAGA Period means the period from July 2, 2020 to January 10, 2023.

19 13. No Class Members have objected to the terms of the Settlement.

20 14. The Notice provided to the Class conforms with the requirements of California Rules
21 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
22 providing individual notice to all Class Members who could be identified through reasonable effort,
23 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
24 the Class Members. The Notice fully satisfies the requirements of due process.

25 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
26 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
27 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
28 Payments to the Participating Class Members in accordance with the terms of the Settlement.

1 16. Defendant shall pay a total of \$250,000 to resolve this litigation and to separately pay
2 any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

3 17. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
4 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
5 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
6 2004, California Labor Code section 2698, *et seq.*

7 18. From the Gross Settlement Amount, \$10,000.00 shall be paid to each Plaintiff for
8 their service as class representatives and for their agreement to release claims.

9 19. From the Gross Settlement Amount, \$9,250 shall be paid to the Settlement
10 Administrator, CPT Group, Inc. ("CPT").

11 20. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
12 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

13 21. From the Gross Settlement Amount, Class Counsel is awarded \$83,333.33 for their
14 reasonable attorneys' fees and \$13,536.55 for their reasonable costs incurred in the Action. The fees
15 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
16 the fees are reasonable in light of the benefit provided to the Class.

17 22. Notice of entry of this Final Approval Order and Judgment shall be given to Class
18 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
19 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
20 Judgment.

21 23. Without affecting the finality of this Order in any way, this Court retains continuing
22 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
23 to all Parties to this action, and their counsel of record.

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24. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. Gregory Pulskamp
Kern County Superior Court

1 **PROOF OF SERVICE**

2 *Lopez Cuadras, et al. v. Guinn Corporation, et al.*
3 BCV-21-101520

4 STATE OF CALIFORNIA)
5) ss
6 COUNTY OF LOS ANGELES)

7 I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I
8 am over the age of eighteen years and not a party to the within action; my business address is
9 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address
10 is minjee@wilshirelawfirm.com.

11 On **January 30, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER**
12 **GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
13 **SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed
14 envelope by following one of the methods of service as follows:

15 John T. Egley (SBN 232545)
16 jegley@calljensen.com
17 Ellen Connelly Cohen (SBN 276458)
18 ecohen@calljensen.com
19 Connie Valles
20 cvalles@calljensen.com
21 Julie Sandoval
22 jsandoval@calljensen.com
23 **CALL & JENSEN**
24 610 Newport Center Drive, Suite 700
25 Newport Beach, California 92660
26 Telephone: (949) 717-3000
27 Facsimile: (949) 717-3100

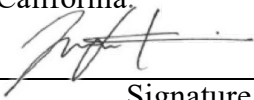
28 *Attorneys for Defendant*

- 29 (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
30 State of California Labor and Workforce Development Agency Online Filing Site.
- 31 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
32 California, by e-mail delivery on the parties listed herein at their most recent known
33 email address or e-mail of record in this action.

34 I declare under penalty of perjury under the laws of the State of California that the
35 foregoing is true and correct.

36 Executed this **January 30, 2024** at Los Angeles, California.

37 Min Jee Kim
38 Type or Print Name


Signature