

1 Bardia Aaron Akhavan, Esq. (State Bar No. 316493)
Bardia@baalaw.com

2 **AKHAVAN & ASSOCIATES**
15760 Ventura Boulevard, Suite 1720
3 Encino, California 91436
Phone: (855) 463-4733

4 Navid Barahmand (Bar No. 340934)
5 navid@barahmandlaw.com
BARAHMAND LAW GROUP
6 23801 Calabasas Road, Suite 2034
Calabasas, California 91302
7 Tel: (818) 574-3355

8 Attorneys for Plaintiff LUCILLE TINAJERO
and on behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF TULARE**

12 **Lucille Tinajero**, individually and on behalf of
all similarly situated individuals,

13 Plaintiff,

14 v.

15
16 **Sequoia Medical Services, L.P.**, a California
Limited Partnership; **Bell Crane Wood**
17 **Leasing, LLC**, a Limited Liability Company;
Spencer J. Anderson, an individual; and **Does**
18 **1-100**;

19 Defendants.

CASE NO. VCU319687

*[Assigned for all purposes to the Hon. Russell
Burke, Dept 7]*

[PROPOSED] **JUDGMENT**

HEARING INFORMATION:

DATE: August 31, 2026
TIME: 8:30 a.m.
DEPT: 7

20
21
22 **JUDGMENT**

23 Pursuant to the Order Granting Final Approval of the Class and Representative Action
24 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

25 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion
26 for Final Approval of Class and Representative Action Settlement ("Order Granting Final
27 Approval") and the Parties' Joint Class Settlement & Release Agreement ("Settlement,"
28 "Agreement" or "Settlement Agreement"). All terms used herein shall have the same meaning as

1 defined in the Settlement Agreement.

2 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
3 non-exempt, hourly-paid employees who worked at least one 3.5 hour shift in California for
4 Defendant during the period of March 26, 2021 through January 26, 2026, and excluding any
5 persons who: (1) signed an arbitration agreement with Defendant that includes a class and
6 representative action waiver, (2) signed a settlement agreement with Defendant that released all
7 claims against Defendant, and/or (3) are currently represented by counsel and have a civil action
8 pending against Defendant.” (“Class Period”).

9 3. “Aggrieved Employees” means all persons employed by Defendants in California and
10 classified as a non-exempt, hourly-paid employee who worked for Defendants during the period
11 from January 9, 2024 through January 26, 2026 (“PAGA Period”).

12 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
13 to the Settlement, and zero (0) submitted any Workweek disputes.

14 5. No later than seven (7) days after the Effective Date, Defendants shall fund the Gross
15 Settlement Fund by wiring the Gross Settlement Amount and Defendants’ share of employer-side
16 payroll taxes to a Qualified Settlement Fund (“QSF”) that shall be set up, held and controlled by the
17 Settlement Administrator. The Parties agree that the QSF is intended to be a “Qualified Settlement
18 Fund” under Section 468B of the Code and Treas. Reg. section 1.469B-1, 26CFR section 1.468B-
19 1, et seq., and will be administered by the Settlement Administrator as such.

20 6. Within seven (7) days after receipt of the Gross Settlement Fund, the Settlement
21 Administrator shall distribute all payments owing under the Settlement, including (1) the individual
22 settlement payments to all members of the Settlement Class who did not opt-out of the Settlement,
23 (2) Plaintiff’s Counsel Fees, (3) Plaintiff’s Counsel Costs, (4) Service Awards, (5) the PAGA
24 Payment, and (6) Settlement Administration Costs.

25 7. The settlement checks to Aggrieved Employees and Participating Individuals shall be
26 valid for one hundred and eighty (180) calendar days. Any settlement checks remaining uncashed
27 after expiration of that period shall be voided and the amount shall be deposited with the State of
28 California Controller’s Office of Unclaimed Funds in the name of the individual to whom the

1 settlement check had been addressed. Aggrieved Employees and Participating Individuals shall be
2 bound by this Agreement, regardless of whether he or she cashes his or her settlement payment.

3 8. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
4 Fund, as well as employer-side taxes, and except as to such rights or claims as may be created by
5 this Settlement, all Participating Individuals shall release the Released Parties from all “Class
6 Released Claims” from March 26, 2021 through January 26, 2026, which are defined as: all claims
7 against Released Parties that were asserted in the Action, or that arise from or reasonably could have
8 been asserted, based on any of the facts, circumstances, transactions, events, occurrences, acts,
9 disclosures, statements, omissions or failures to act alleged in Plaintiffs’ Complaint, regardless of
10 whether such claims arise under federal, state and/or local law, statute, ordinance, regulation,
11 common law, or other source of law. The Released Claims specifically include, but are not limited
12 to Labor Code §§ 201, 202, 203, 204, 226, 512, 1194, 1194.2, 1197, 1198, 2802 and the related IWC
13 Wage Order s and Business & Professions Code §§ 17200, et seq., and include claims based on
14 alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as
15 those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law,
16 that could have been pleaded based on the facts asserted in the Action, including: (1) failure to
17 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal
18 periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify necessary business
19 expenses; (6) failure to timely pay final wages at termination; (7) failure to provide itemized wage
20 statements; (8) all related violations of California’s unfair competition law; and (9) interest, fees,
21 and costs. The enumeration of these specific statutes shall neither enlarge nor narrow the scope of
22 res judicata based on the claims that were asserted in the Action or could have been asserted in the
23 Action based on the facts and circumstances alleged in any Complaint on file in the Action. The
24 Released Claims are those that accrued during the Release Period.

25 9. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
26 Fund, and except as to such rights or claims as may be created by this Settlement, Plaintiff, on behalf
27 of the State of California and all members of the Settlement Class employed by Defendants in
28 California at any time during the “PAGA Period,” defined as January 9, 2024 through January 26,

1 2026 (“Aggrieved Employees”), shall release the Released Parties, from those claims for civil
2 penalties alleged, or reasonably could have been alleged, based on the facts asserted in the
3 Complaint and Plaintiff’s PAGA Notice letter under the Private Attorneys General Act, Labor Code
4 section 2698 et seq. (“PAGA”) based on predicate violations of California Labor Code sections 200,
5 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 233, 245, 246, 248, 248.2, 510, 512, 558, 558.1,
6 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1401, 2802, and 2698, et seq.,
7 California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.,
8 during the PAGA Release Period

9 10. The “Released Parties” shall include: Defendant and Bell Crane Wood Leasing, LLC
10 and their predecessors, successors, parent companies, related entities, subsidiaries, affiliates,
11 investors, management companies, franchisees, owners (including but not limited to Spencer J.
12 Anderson), attorneys, vendors, and assigns, and their directors, officers, members, investors,
13 trustees, employees, agents, insurers, and re-insurers, whether in their individual or official
14 capacities.

15 11. This document shall constitute a Judgment for purposes of California Rules of Court,
16 Rule 3.769(h).

17
18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19
20 Dated: _____, 2026

Judge of the Superior Court