

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
1336 Rossmoyne Avenue
Glendale, California 91207
Telephone: (323) 410-5050

Attorneys for Plaintiff Yadira Gonzalez, as an individual
and on behalf of all employees similarly situated

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

YADIRA GONZALEZ, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

RV RETAILER SAN DIEGO, LLC, a Limited
Liability Company; RV RETAILER, LLC, a
Limited Liability Company; BLUE
COMPASS RV, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2301403

[Assigned for all purposes to Hon. Harold W. Hopp,
Dept. 1]

[PROPOSED] FINAL JUDGMENT

Action Filed: March 16, 2023
Trial Date: Not Set

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

2 Plaintiff YADIRA GONZALEZ (“Plaintiff”) and Defendants RV RETAILER SAN DIEGO,
3 LLC; RV RETAILER, LLC; and BLUE COMPASS RV, LLC (“Defendants”) (Plaintiff and Defendants
4 are the “Parties”) have reached terms of settlement of this action alleging a claim for relief pursuant to
5 the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

6 Plaintiff, on behalf of the Parties, has filed a Motion for an Order Approving Settlement of
7 Plaintiff’s Claims Brought Pursuant to the Private Attorney General’s Act of 2004 (“PAGA”)
8 (“Motion”) memorialized in the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
9 AGREEMENT AND RELEASE (the “Settlement”). A true copy of the Settlement is attached to the
10 Declaration of Lilit Tunyan as Exhibit 1.

11 The Court granted the Parties’ Motion. The ORDER GRANTING PLAINTIFF’S MOTION FOR
12 AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE
13 PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA Settlement Order”), is
14 incorporated herein in its 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 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 Defendants, except as expressly set forth in the Settlement, and as approved and awarded by the
24 Court.

25 The Aggrieved Employees are:

26 All non-exempt employees who are or were employed by Defendants within the State
27 of California from March 15, 2022, to August 17, 2023.

28 Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce Development

1 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
2 Judgment.

3 PAGA claims are released as follows:

4 The Parties agree and acknowledge that, to the maximum extent permitted by law, the
5 final judgment entered pursuant to this settlement will bind all those who would be
6 bound by a judgment if the action had been brought by the LWDA, including Plaintiff,
7 the LWDA, and the Aggrieved Employees, with respect to the recovery of civil
8 penalties under the California Private Attorneys General Act, California Labor Code §
9 2698, *et. seq.* only, against the Released Parties. It is expressly understood and agreed
10 that this settlement only includes a full release of the PAGA claims that could have
11 been sought by the State of California Labor Commissioner for the violations identified
12 in Plaintiff’s pre-filing notice letter as well as amended notice letter filed with the
13 LWDA and attached as Exhibit A to the Settlement Agreement upon the Effective Date
14 and full funding of the Gross Settlement amount.¹ With the exception of Plaintiff, who
15 will execute an individual settlement that includes a general release of all claims, this
16 settlement shall not impact aggrieved employees’ ability to assert claims (claims for
17 wages and other damages) other than the PAGA claims being released by this
18 Settlement. Plaintiff does not release any aggrieved employee’s claim for wages or
19 damages. Pursuant to the separate individual settlement agreement entered between
20 Defendants and Plaintiff for general release of Plaintiff’s all claims and for representing
21 all Aggrieved Employees Plaintiff shall receive Five Thousand Dollars and Zero Cents
22 (\$5,000.00) as a general release payment (“General Release Payment”). The Gross
23 Settlement Amount does not include the General Release Payment to Plaintiff.

24 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
25 terms of the Settlement.

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

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

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
Agreement.

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

¹ The effective date (“Effective Date”) of the Agreement shall mean the date of entry of the order of
the court approving this Agreement and the PAGA Settlement.

JUDGMENT IS ENTERED ACCORDINGLY.

Dated: _____

Hon. Harold W. Hopp
RIVERSIDE COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1336 Rossmoyne Avenue
Glendale, California 91207. On October 19, 2023, I served the foregoing document described as:

7 On the date indicated below, I served the document described as: **PROPOSED] FINAL**
8 **JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties
as follows and as stated on the attached service list:

9 Boris Sorsher
10 bsorsher@fisherphillips.com
Harrison M. Zator
11 hzator@fisherphillips.com
Dorothy Wang
12 dwang@fisherphillips.com
Brianna Huschke
13 bhuschke@fisherphillips.com
FISHER & PHILLIPS LLP
14 2050 Main Street, Suite 1000
Irvine, California 92614
15 Telephone: (949) 851-2424
Facsimile: (949) 851-0152

16 Attorneys for Defendants RV RETAILER SAN DIEGO,
17 LLC, RV RETAILER, LLC and BLUE COMPASS RV, LLC

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
19 by e-mail delivery on the parties listed herein at their most recent known e-mail address
or e-mail of record in this action.

20 [✓] **BY ELECTRONIC SERVICE:** Based on a court order, Rule of Court, or an agreement of the
21 parties to accept electronic service, I caused the documents to be sent to the persons at the
22 electronic service addresses listed above via electronic mail. I did not receive an error message.

23 I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct. Executed on October 20, 2023 at Glendale, California.

25
26 Lilit Tunyan
Name

Signature