

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff CARL EMPY,
as an individual and on behalf of all employees
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CARL EMPY, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

24 WINDWARD AVENUE LLC, a
California Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV18608

[Assigned for all purposes to Hon. Lynne M.
Hobbs, Dept. 61]

[PROPOSED] FINAL JUDGMENT

Reservation ID: 456611727168

Date: July 24, 2024

Time: 10 a.m.

Courtroom: Dept. 61

Judge: Hon. Lynne M. Hobbs

Action Filed: August 7, 2023

Trial Date: Not Set

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

2 Plaintiff CARL EMPY (“Plaintiff”) and Defendant 24 WINDWARD AVENUE LLC
3 (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached the terms of a settlement of this
4 action alleging a claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698, et seq. (“PAGA”).

6 The Parties filed a Motion for approval of the settlement, memorialized in the PRIVATE
7 ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE (the “Settlement”).
8 A true copy of the Settlement is attached to the Declaration of Lilit Tunyan filed in support of the Motion
9 for approval of the Settlement as Exhibit 1.

10 The Court granted the Parties’ Motion. The ORDER GRANTING PLAINTIFF’S MOTION
11 FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE
12 PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA Settlement Order”), is incorporated
13 herein in its entirety.

14 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
15 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
16 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
17 defined herein, have the same meaning as given in the Settlement Agreement executed by the parties.

18
19 **JUDGMENT**

20 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
21 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
22 from Defendant, except as expressly set forth in the Settlement, which was filed as Exhibit 1 to the
23 Declaration of Lilit Tunyan in support of Plaintiff’s Motion, and as approved and awarded by the Court.

24 The Aggrieved Employees are:

25 All non-exempt or hourly employees who worked for Defendant in the State of
26 California from June 1, 2022 to July 24, 2024.

27 Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce Development
28 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this

1 Judgment.

2 PAGA claims are released as follows:

3 Effective on the date when Defendant fully fund the entire Gross Settlement Amount,
4 all Aggrieved Employees are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns, the Released Parties from all claims for PAGA penalties that
7 were alleged, or reasonably could have been alleged, based on the PAGA Period facts
8 stated in the Operative Complaint and the PAGA Notice ("Released Claims"). With the
9 exception of Plaintiff who will provide a general release of all claims, this settlement
10 shall not impact aggrieved employees' ability to assert claims other than the PAGA
11 claims being released by this Agreement, i.e., the Released PAGA Claims.

12 Plaintiff and the Aggrieved Employees release the Representative PAGA Claims pursuant to the
13 terms of the Settlement.

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

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

18 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
19 prejudice, each side to bear its own costs and attorneys' fees, except as provided by the Settlement.

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

23 **JUDGMENT IS ENTERED ACCORDINGLY.**

24 Dated: _____

25 _____
26 Honorable Lynne M. Hobbs
27 LOS ANGELES COUNTY SUPERIOR COURT
28 JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] FINAL 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:

Attorneys for Defendant 24 Windward Ave LLC

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

Signature