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Superior Court of California
County of Los Angeles

FEB 26 2020

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 JOHN CARLOS CAPULONG, individually and
14 on behalf of all others similarly situated,

Case No.: BC690289
[Related Case No.: BC701508]

15 Plaintiff,

[Assigned for all purposes to the Hon.
Daniel J. Buckley, Dept. 1]

16 v.

[PROPOSED] JUDGMENT

17 ADEX MEDICAL STAFFING, LLC, a
18 California Corporation and DOES 1 through
50, inclusive,

19 Defendants.
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1 JUDGMENT

2 1. The Court hereby enters final judgment in this Action in accordance with terms
3 of the First Amended Joint Stipulation of Settlement and Release of Claims (“Settlement”),
4 order granting preliminary approval of class action settlement (“Procedural Order”), and the
5 final order approving class action settlement (“Final Order”).

6 2. Upon full and final payment by Defendant of the Gross Settlement Amount,
7 Plaintiff/Class Representative and all Class Members who have not opted-out of the Settlement
8 shall have by operation of the Final Order and this Judgment, fully, finally and forever
9 released, relinquished, and discharged the Releasees from the Released Claims and the Class
10 Representatives’ Released Claims as those terms are respectively defined in the Settlement,
11 and are hereby forever barred and enjoined from prosecuting such released claims against the
12 Releasees.

13 3. In accordance with the Settlement Agreement, the Class Members include all
14 current and former non-exempt employees of Defendant who worked in California during the
15 Class Period as Registered Nurses, Licensed Technicians, Medical Assistants, Case Managers
16 or Recruitment Coordinators.

17 4. In accordance with the Settlement Agreement, the “Released Claims” means
18 any and all causes of action and factual or legal theories and claims that were alleged against
19 Defendant in the operative complaints in the Action or that reasonably could have been alleged
20 based on the facts and legal theories contained in the operative complaints in the Action. These
21 claims include but are not limited to, all of the following claims of relief for: (i) failure to pay
22 all regular wages, minimum wages and overtime wages due; (ii) failure to provide proper meal
23 periods, and to properly provide premium pay in lieu thereof; (iii) failure to provide proper rest
24 periods, and to properly provide premium pay in lieu thereof; (iv) waiting time penalties that
25 could have been premised on the claims, causes of action or legal theories of relief described
26 above or any of the claims, causes of action or legal theories of relief pleaded in the operative
27 complaints; (v) improper and/or inaccurate wage statements; (vi) failure to reimburse business
28 expenses; (vii) unfair business practices that could have been premised on the claims, causes of
action or legal theories of relief described above or any of the claims, causes of action or legal

1 theories of relief pleaded in the operative complaints; (viii) all claims under the California
2 Labor Code Private Attorneys General Act of 2004 that could have been premised on the
3 claims, causes of action or legal theories described above or any of the claims, causes of action
4 or legal theories of relief pleaded in the operative complaints; (ix) any other claims or penalties
5 under the wage and hour laws pleaded in the Actions; and (x) all damages, penalties, interest
6 and other amounts recoverable under said claims, causes of action or legal theories of relief,
7 including but not limited to claims pursuant to California Labor Code sections 201, 202, 203,
8 204, 218, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198,
9 2802, the California Business and Professions Code (including sections 16600, *et seq.* and
10 17200 *et seq.*), all claims under the Private Attorneys General Act of 2004 (codified at
11 California Labor Code §§ 2698 through 2699 “PAGA”), the California Industrial Welfare
12 Commission Wage Orders, Code of Civil Procedure section 1021.5, and any claims for
13 attorneys’ fees and costs. The definition of Released Claims shall not be limited in any way by
14 the possibility that Plaintiff or the Settlement Class may discover new facts or legal theories or
15 legal arguments not alleged in the operative complaints in the Action but which might serve as
16 an alternative basis for pursuing the same claims, causes of action, or legal theories of relief
17 falling within the definition of Released Claims. This definition of Released Claims is limited
18 to any and all causes of action and factual or legal theories and claims that were alleged against
19 Defendant in the operative complaints in the Action or that reasonably could have been alleged
20 based on the facts and legal theories contained in the operative complaints in the Action and
21 Plaintiff’s correspondence to the Labor and Workforce Development Agency. The *res judicata*
22 effect of the Final Judgment will be the same as that of the settlement agreement. Released
23 claims includes all claimed or unclaimed compensatory, consequential, incidental, liquidated,
24 punitive and exemplary damages, restitution, interest, costs, and attorneys’ fees, injunctive or
25 equitable relief, and any other remedies available at law or equity allegedly owed or available
26 to the Class Members arising or reasonably flowing from any complaints filed in the Action for
27 the time period from January 18, 2014 up to and including the earliest of the date of
28 Preliminary Approval of the settlement by the Court. The period of the release of Released
Claims shall cover the period of January 18, 2014 through the date of the order approving

1 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The *res judicata*
2 effect of the Judgment will be the same as that of the Release. This Settlement Agreement
3 shall have no collateral estoppel or res judicata effect on any claim for declaratory relief other
4 than Plaintiff John Carlos Capulong's individual claim. The Released Claims do not include
5 any claims under California Labor Code sections 1102.5, 1174, 1187, 1196, 1197.5, 1198.5, or
6 4553.

7 5. Following the mailing of the court-approved Notice Packet to Class Members in
8 accordance with the Procedural Order, there were zero (0) requests for exclusion.

9 6. Without affecting the finality of the Final Order and/or this Judgment, pursuant
10 to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules
11 of Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiffs,
12 Class Members who have not opted-out of the Settlement, and Defendants for the purposes of
13 supervising the implementation, enforcement, construction, and interpretation of the
14 Settlement, the Procedural Order, the Final Order, and the Judgment.

15 **IT IS SO ORDERED.**

16
17 Dated: 2/26/2020

DANIEL J. BUCKLEY

18 Hon. Daniel J. Buckley
19 Judge of the California Superior Court
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PROOF OF SERVICE

1 STATE OF CALIFORNIA

2 COUNTY OF LOS ANGELES

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ss.

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
4 and not a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los
5 Angeles, California 90017.

6 On February 25, 2020 I served the following documents described as:

7 **[PROPOSED] JUDGMENT**

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
9 addressed as shown on the attached mailing list.

9 [] (BY FACSIMILE)

10 I am readily familiar with the business practices of this office. The telephone number of the
11 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules
12 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the
13 facsimile machine and a printed copy of the machine's transmission record indicating that the
14 transmission was successfully completed is attached to this declaration.

13 [] By having copies personally delivered to the designated party(ies).

14 [] (BY MAIL)

15 I am familiar with my employer's mail collection and processing practices; know that mail is
16 collected and deposited with the United States Postal Services on the same day it is deposited in
17 interoffice mail; and know that postage thereon is fully prepaid.

16 [X] (BY CASE ANYWHERE)

17 Based on a court order to accept service by electronic means, I caused a true and correct copy of
18 the document(s) to be served electronically on counsel of record by transmission to Case
19 Anywhere.

19 [] (BY FEDERAL EXPRESS COURIER)

20 I am "readily familiar" with the firm's practice of collection and processing correspondence
21 for Federal Express delivery. Under that practice it would be deposited with the Federal
22 Express Courier on that same day at Los Angeles, California in the ordinary course of
23 business.

22 [X] (State) I declare under penalty of perjury that the above is true and correct.

23 [] (Federal) I declare that I am employed in the office of a member the Bar of this Court at
24 whose direction the service was made.

25 Executed on February 25, 2020, at Los Angeles, California.

26 _____
27 GENESIS HERNANDEZ

1 *John Carlos Capulong v. Adex Medical Staffing, LLC*
2 Superior Court of California, County of Los Angeles Lead Case No. BC690289
3 *John Carlos Capulong v. Adex Medical Staffing, LLC*
4 Superior Court of California, County of Los Angeles Case No. BC701508

5 **SERVICE LIST**

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