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FILING WINDOW

FILED
LOS ANGELES SUPERIOR COURT

JAN 06 2021

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY N. Navarro Deputy
NANCY NAVARRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT—SPRING STREET COURTHOUSE

Audon Espinosa, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

Wilmington Recyclers, LLC, AEG
Processing Center No. 58, Inc., Charles
Moine, and Doe One through and
including Doe One Hundred,

Defendants.

Case No. BC513931

~~[PROPOSED]~~ JUDGMENT

Hon. Maren Nelson
Dept. SSC 17

Date: ~~December 10, 2020~~ **January 6, 2021**
Time: ~~9:00 a.m.~~ **10:30am**
Place: Dept. SSC 17
312 North Spring Street
Los Angeles, California 90012

By Fax

Complaint Filed: July 2, 2013
Trial Date: None

Pursuant to the Order granting the motion for final approval and judgment and application for attorney's fees and costs, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court's Order granting the motion for final approval and judgment and application for attorney's fees and costs, and the parties' Amended Class Action Settlement Agreement and Release of

1 Claims (“Settlement Agreement”). Unless otherwise provided herein, all capitalized terms used herein
2 shall have the same meaning as defined in the Settlement Agreement.

3 2. The Court finds that it has jurisdiction over the subject matter of the action and over all
4 parties to the action, including all members of the Settlement Class, which is defined as: persons
5 employed by Wilmington Recyclers who were paid on an hourly basis, during the period from July 2,
6 2009 to March 1, 2018. No Settlement Class Member opted out of the Settlement Class according to the
7 procedure set forth in the Class Notice.

8 3. All Settlement Class Members were given a full and fair opportunity to participate in the
9 approval hearing. Final Settlement Class Members have released and forever discharged the Defendants
10 for any and all Released Claims, which are defined as: any and all claims, causes of action, debts,
11 liabilities, demands, obligations, or damages of any kind, arising during the period July 2, 2009 to
12 March 1, 2018 which were asserted in the operative complaint or could have been asserted based on the
13 facts and claims asserted in the operative complaint, including without limitations, claims for minimum
14 wages and other unpaid wages, overtime, off-the-clock work, continuing wages, wage theft, interest,
15 damages, penalties, liquidated damages, restitution, other equitable relief, and attorney’s fees and costs
16 arising from the alleged violation of common law or California law, including without limitations,
17 claims for (a) failure to pay all wages owed, including minimum wages and overtime wages (California
18 Labor Code sections 510, 1194); (b) failure to provide meal and rest periods (California Labor Code
19 sections 226.7 and 512; (c) continuing wages (California Labor Code sections 201, 202 and 203); (d)
20 unfair business practices and/or unfair competition (California Business & Professions Code sections
21 17200 et seq.; (e) any other claims or penalties under the wage and hour laws pleaded in the Action or
22 that reasonably could have been pleaded based on the alleged violations raised in the Action; and (f) all
23 damages, penalties, attorney’s fees, costs, interest and other amounts recoverable pursuant to (a)-(e) to
24 the extent permissible under the California Labor Code and the California Business & Professions Code.

25 4. Without affecting the finality of the Judgment, the Court shall retain exclusive and
26 continuing jurisdiction over the above-captioned action and the parties, including all Final Settlement
27 Class Members, for purposes of enforcing the terms of the Judgment entered herein.
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5. This document shall constitute a judgment for purposes of California Rules of Court,
Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 01/20/2021

Marcus E. Redman
Judge of the Superior Court

PROOF OF SERVICE

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I am attorney for the plaintiff(s) herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700, Encino, California 91436. On November 13, 2020, I served the within documents: [PROPOSED] JUDGMENT.

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in the Court's Order authorizing electronic service dated June 9, 2014.

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on November 13, 2020, at Encino, California.


Jonathan Ricasa