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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES – SPRING STREET
11

12 CARLOS DEANDA, individually, and on behalf
13 of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 CANON SOLUTIONS AMERICA, INC., a New
York corporation; and DOES 1 through 10,
17 inclusive,

18 *Defendants.*

Case No.: 19STCV08040

CLASS ACTION

[Hon. Maren E. Nelson]

**~~[AMENDED PROPOSED]~~ JUDGMENT
FOLLOWING ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 22, 2021
Time: 9:00 a.m.
Courtroom: SSC-17
Judge: Hon. Maren E. Nelson

Action Filed: March 8, 2019
Trial Date: Not Set

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

2 Plaintiff CARLOS DEANDA ("Plaintiff") and Defendant CANON SOLUTIONS AMERICA,
3 INC. ("Defendant") reached terms of settlement for a putative class action. On July 22, 2021, the Court
4 issued an Order granting Plaintiff's motion for final approval of a proposed class action settlement of the
5 claims asserted against Defendant in this action ("Final Approval Order"). The settlement is
6 memorialized in the SECOND AMENDED JOINT STIPULATION FOR CLASS ACTION AND
7 PAGA SETTLEMENT AGREEMENT AND RELEASE (see Declaration of H. Scott Leviant In
8 Support of Plaintiff's MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA
9 SETTLEMENT ["Leviant Decl."], at Exh. 1). The SECOND AMENDED JOINT STIPULATION FOR
10 CLASS ACTION AGREEMENT is referred to herein as the "Settlement."

11 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiff, all Settlement Class Members, and all PAGA Employees shall take
18 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 The Class Members are:

20 Any employees who, like Plaintiff, worked for Defendant in California at any time
21 during the Class Period as hourly paid, non-exempt field service technicians with the
22 title of Digital Service Engineer, Senior Digital Service Engineer, Digital Service
Specialist or Senior Digital Service Specialist from March 8, 2015, until February 25,
2021.

23 Excluded from the Class, but not from the PAGA Employees, are: Neil Harrington, Herbert Mendez,
24 and Mario Perez. All other Class Members are Settlement Class Members.

25 The PAGA Employees are:

26 All Class Members employed at any time during the period of March 12, 2019 through
27 February 25, 2021.

28 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as

1 follows:

2 “Released Claims” shall include, for Named Plaintiff, any and all claims which may be
3 released as a matter of law against Defendant and the Released Parties (as defined below), and
4 for the Settlement Class Members, (a) all claims, demands, rights, liabilities and causes of action
5 of every nature and description whatsoever, known or unknown, whether or not concealed or
6 hidden, asserted or that might have been asserted, by any Settlement Class Member against
7 Defendant or the Released Parties for the direct or indirect payment of wages (including but not
8 limited to overtime compensation, straight-time wages, and minimum wages) or any other
9 compensation or wage-related or compensation-related benefits, or reimbursement for business
10 expenses; (b) any other claim that was raised or could have been raised in the Action, based on
11 the facts and claims alleged in the Action; (c) any associated claims for liquidated damages,
12 punitive damages, penalties, costs, expenses, interest, fees, taxes, equitable or injunctive relief, or
13 other remedies, under the California Labor Code, the California Business and Professions Code,
14 the IWC Wage Orders and analogous state or local laws, (d) any other claim for wages or
15 compensation or associated benefits under any statutory or common law or equitable theories,
16 including without limitation any claims for unjust enrichment, quantum meruit, breach of
17 contract, breach of any benefit policy or practice, negligence, gross negligence, breach of duty of
18 care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, conversion or any claims
19 for violations of any other state or federal statutes, rules or regulations; and (e) any claim for
20 penalties arising from the foregoing released claims, including, but not limited to, penalties under
21 the California Labor Code, as well as penalties under PAGA, as described herein. Without
22 limiting the generality of the foregoing, the Released Claims shall include any and all of the
23 Settlement Class Members’ claims or causes of action, based on the following and which accrued
24 during the Claims Period:

25 a) All claims for unpaid wages, failure to pay minimum wage, failure to pay
26 overtime, and any other claim for failure to pay wages under the Labor Code or Wage
27 Order, any claim for failure to pay wages at the agreed upon rate under Labor Code 204,
28 221 to 223, 1194, 1194.2, 1197 and 1198;

- 1 b) All claims for failure to provide meal period premiums or failure to
2 provide meal periods under the Labor Code or Wage Order;
- 3 c) All claims for failure to pay rest period premiums or failure to authorize
4 and permit rest periods under the Labor Code or Wage Order;
- 5 d) All claims for failure to reimburse business expenses pursuant to Labor
6 Code § 2802;
- 7 e) All claims for failure to timely pay wages and/or waiting time penalties
8 pursuant to Labor Code §201 to 204;
- 9 f) All claims for failure to issue adequate wage statements, whether for any
10 penalty or wage, pursuant to Labor Code §226;
- 11 g) All claims for failure to maintain records under the Labor Code or Wage
12 order, including under Labor Code 1174 and 1174.5;
- 13 h) All claims for unfair business practices under Business and Professions
14 Code §17200 based on any claim for wages which was alleged in the Action or which
15 could have been alleged based on the facts alleged in the Action.
- 16 i) Any other claims alleged in the Action, or which could have been alleged
17 based on the facts alleged therein.

18 Released Claims also includes penalties under PAGA, but only to the extent identified in
19 Plaintiff's Notice of Labor Code Violations and PAGA Penalties mailed on or about March 12,
20 2019 to the Labor and Workforce Development Agency (the "PAGA Notice Letter"), which is
21 attached [to the Settlement] as Exhibit E. The PAGA Notice Letter identifies the alleged
22 violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 558, 1174, 1174.5,
23 1194, 1197.1, 1198, 2802, the associated Wage Order provisions based upon any of the
24 foregoing sections, the Wage Order provisions governing the maintenance of accurate records of
25 hours worked, and the penalty stated in Labor Code § 2699(f)(2) for any violations of the
26 foregoing Labor Code sections where a penalty is not otherwise specified (the "catchall" penalty)
27 as bases for penalties under PAGA. Class Members cannot opt out of the release of the PAGA
28 claim (or the Individual PAGA Settlement Payment).

1 In addition, any Settlement Class Member who cashes, deposits or otherwise negotiates
2 their Individual Settlement Payment or who claims their monies through the State Controller's
3 Office after it has been escheated shall have consented by doing so to opt into the action for
4 purposes of releasing all claims that could have been stated under the Fair Labor Standards Act,
5 based on the [facts and theories described in the Settlement]. Each check remitting an Individual
6 Settlement Payment to a Settlement Class Member shall have printed prominently on the back
7 the following language: "If you cash, deposit, or otherwise negotiate this check, you will be
8 deemed to have opted in for purposes of the Fair Labor Standards Act ("FLSA") and to have,
9 thereby, released the Released Parties of the Released Claims which arise under the FLSA."

10 Upon the later of (i) the Effective Date or (ii) the delivery of the Gross Settlement
11 Amount to the Settlement Administrator by Defendant, and by operation of the Court's order
12 approving settlement and entry of judgment: (a) a final judgment disposing of all causes of action
13 that were or could have been alleged in the First Amended Complaint shall be entered; (b)
14 Named Plaintiff and the Settlement Class Members shall have fully, finally, and forever released,
15 relinquished and discharged any and all Released Claims against Defendant and the Released
16 Parties; and (c) Named Plaintiff and the Settlement Class Members shall have been deemed to
17 covenant not to sue or otherwise cause to be instituted, in any legal or administrative
18 proceedings, any claim or cause of against Defendant or the Released Parties based on any
19 Released Claim. Prior to the final approval of Settlement, Plaintiff will execute a release of all
20 claims against Defendant, which includes a waiver under California Civil Code section 1542, in
21 substantially the same form as Exhibit C, attached [to the Settlement].

22 The "Released Parties" are Defendant, and any of its former and present parents,
23 subsidiaries, affiliates, and related entities; each of their respective predecessors, successors,
24 assigns, benefit plans, and benefit plan administrators and trustees, and each of their respective
25 past or present shareholders, directors, officers, employees, agents, attorneys, representatives or
26 insurers, in any and all capacities.

27 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
28 Approval Order, according to the deadlines specified in the Settlement.

1 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
2 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
3 Settlement Class Members, and Defendant, for the purposes of addressing: (i) the interpretation and
4 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
5 judgment matters as may be appropriate under court rules or as set forth in the Settlement.

6
7 **IT IS SO ORDERED.**

8
9 Dated: 8/31/2021



Hon. Maren E. Nelson
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

10
11
12
13 Approved as to form:

14 Dated: August 17, 2021

DORSEY & WHITNEY LLP

15
16 By: Ryan Mick
17 Ryan E. Mick
Pavlina K. Rafter

18 Attorneys for Defendant CANON SOLUTIONS
19 AMERICA, INC.
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as **[AMENDED PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Attorneys for Defendant

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or 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 third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **August 17, 2021**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature