

08/15/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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18 and on behalf of all others similarly situated

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**

21 MARIA DEL SOCORRO JIMENEZ, ELISA
22 LOPEZ, ROSA VALDEZ and OSIRIS
23 GONZALEZ, individually and on behalf of all
24 others similarly situated,

25 Plaintiff,

26 vs.

27 EL PROYECTO DEL BARRIO, INC., a
28 California Non-Profit Corporation, and DOES 1
through 25,

Defendants.

Case No.: 19STCV18696

*Assigned for all purposes to Hon.
Kenneth R. Freeman, SSC-14*

[PROPOSED] JUDGMENT

DATE: March 29, 2022
TIME: 10:00 a.m.
DEPT.: 14

Case Filed: May 30, 2019

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Judgment is entered in favor of Plaintiffs Maria del Socorro Jimenez,
3 Elisa Lopez, Rosa Valdez and Osiris Gonzalez (“Representative Plaintiffs” of “Plaintiffs”)
4 and against Defendant El Proyecto Del Barrio, Inc. (“Defendant” or “EPDB”) in the amount
5 of \$2,150,000, which is to be distributed as set forth in the Order Granting Final Approval of
6 Class and PAGA Action Settlement.

7 2. The Class in this action is defined as all individuals who were employed by
8 Defendant in California as non-exempt employees during the applicable Class Period (May
9 30, 2015 through April 1, 2021).

10 3. No class members opted out of the Settlement and therefore all Class
11 Members are bound by this Judgment.

12 4. Pursuant to the terms of the Settlement Agreement (Paragraphs VI), upon the
13 receipt by the Settlement Administer, Phoenix Settlement Administrators, of the gross
14 settlement amount of \$2,150,000 and other amounts due, as specified in the Order, from
15 Defendant, all Class Members are deemed to have released Defendant and all of its past,
16 present and/or future owners, co-owners, officers, directors, members, managers,
17 employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors,
18 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
19 predecessors, successors, assigns, operators, payroll providers, joint employers, co-
20 employers, and joint venturers from all causes of action and factual or legal theories that
21 were alleged, or could have been alleged, in the Second Amended Complaint or arise from
22 facts alleged in the Second Amended Complaint, including all damages, penalties, interest,
23 and other amounts recoverable under said claims, causes of action or legal theories of relief.
24 The time period governing these Released Claims shall be the Class Period only. Provided,
25 however, the Released Claims shall not include the PAGA Released Claims. Claims and
26 damages that were not alleged in the Complaint (or any subsequent operative Complaint),
27 and could not be alleged based on the fact and legal theories alleged, and do not arise from
28 the facts alleged in the Complaint are specifically excluded from the release. Provided,

1 however, the Released Claims shall not include the PAGA Released Claims. The Release
2 Period for the Released Claims shall be the Class Period ((May 30, 2015 through April 1,
3 2021).

4 5. Upon the receipt by the Settlement Administer, Phoenix Settlement
5 Administrators, of the gross settlement amount of \$2,150,000 and other amounts due, as
6 specified in the Order, from Defendant, all PAGA Employees will be releasing Defendant
7 and its past, present and/or future owners, co-owners, officers, directors, members,
8 managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners,
9 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
10 predecessors, successors, assigns, operators, payroll providers, joint employers, co-
11 employers, and joint venturers from any and all claims for civil penalties recoverable by
12 Plaintiffs, individually and as the representatives acting as proxies or agents of the LWDA, a
13 State of California Executive Branch Agency, for violations that were alleged in, or arise out
14 of the facts alleged in the Second Amended Complaint and/or the May 30, 2019 letter
15 submitted by Plaintiffs Maria del Socorro Jimenez, Elisa Lopez, and Rosa Valdez to
16 California’s Labor and Workforce and Development Agency with respect to failure to
17 provide meal and rest breaks, failure to pay for all hours worked, failure to pay overtime,
18 failure to provide accurate wage statements, and failure to pay all wages owed at
19 termination. The Release Period for the PAGA Released Claims is May 30, 2018 through
20 April 1, 2021.

21 6. Without affecting the finality of this Judgment, the Court retains exclusive
22 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
23 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
24 Agreement, and in order to conduct further hearing(s) on certification of distribution
25 procedures.

26 Dated: 08/15/2022





Hon. Kenneth R. Freeman
Kenneth R. Freeman / Judge