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16 and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

DIEGO MEDINA, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

KAWEAH PUMP, INC., a California
Corporation, and DOES 1 through 25,

Defendants.

Case No.: 265579

~~PROPOSED~~ JUDGMENT

Date: January 7, 2019

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: May 27, 2016

On January 7, 2019, the Court granted the motion for final approval of class action settlement of Plaintiff Diego Medina, individually and on behalf of all others similarly situated ("Plaintiff"). In so doing the Court entered an order in conformity with Class Action Settlement and Release Agreement and the First Amendment to Class Action Settlement and Release Agreement entered into between Plaintiff and Defendant Kaweah Pump, Inc. ("Settlement Agreement").

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

JAN 07 2019

STEPHANIE CAMERON, CLERK
BY

[Signature]

File By Mr.

Eddings

1 Having granted the Motion, pursuant to California Rule of Court 3.769, the Court
2 hereby enters Judgment as follows:

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

4 1. The Class in this action consists of All persons who were employed by
5 Defendant and classified as non-exempt employees during the Class Period. The Class
6 Period is from May 27, 2012 through August 29, 2018.

7 2. All of the Class Members are bound by this Judgment.

8 3. Pursuant to the terms of the Settlement Agreement, all Class Members are
9 deemed to have fully released and discharged Defendant and any of its former and present
10 parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
11 successors, joint ventures and assigns, as well as all past and present officers, directors,
12 employees, partners, members, principals, shareholders, agents, attorneys, insurers, co-
13 insurers, reinsurers, and any other successors, assigns, or personal or legal representatives, if
14 any, from claims stated in the complaint and claims that could have been made based on the
15 facts alleged in the complaint from May 27, 2012 through August 29, 2018, including,
16 without limitation, any statutory, constitutional, contractual or common law claims for
17 wages (including minimum wage, overtime, and premium wages, and for any failure to pay
18 overtime based on the regular rate of pay), damages, business expenses, or penalties
19 (including waiting time penalties), liquidated damages, punitive damages, interest,
20 restitution, equitable relief, or any other relief, whether based on the California Labor Code,
21 the California Industrial Welfare Commission wage orders, Fair Labor Standards Act, or
22 other body of law, including, but not limited to, claims based on the following categories of
23 allegations during the Class Period: (a) all claims for unpaid overtime; (b) all claims for
24 meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for
25 untimely payment of wages upon termination; (e) all claims for untimely payment of wages
26 during employment; (f) all claims for failure to pay wages; (g) all claims for failure to
27 provide accurate or otherwise proper itemized wage statements; (h) all claims for failure to
28 keep complete and accurate payroll records; (i) all claims for failure to reimburse necessary

1 business-related expenses and costs; (j) all claims asserted, or which could have been
2 asserted, under PAGA arising out of the aforementioned claims; (k) all claims asserted
3 through California Business & Professions Code § 17200 *et seq.* arising out of the
4 aforementioned claims; and (l) all other claims for penalties, liquidated damages, punitive
5 damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional
6 damages that allegedly arise out of the aforementioned claims. Released Claims specifically
7 include the release of any and all claims, rights, or benefits that a Class Member may have
8 under California Civil Code Section 1542 relating to any claims described in the forgoing
9 release. Fair Labor Standards Act ("FLSA") claims shall be included within the Released
10 Claims as to each Class Member only if and when the Class Member cashes his or her
11 settlement payment, as Class Members will opt into and release their claims under the FLSA
12 by cashing their settlement checks.

13 4. The Court hereby enters final Judgment in this case in accordance with the
14 terms of the Settlement Agreement and the Order Finally Approving Class Action Settlement,
15 etc. . . (the "Order"). Upon the Effective Date, Plaintiffs and all Class Members shall, by
16 operation of the Order and this Judgment, be bound by the release described above. Upon the
17 Effective Date, Plaintiffs and all Class Members shall be and are hereby permanently barred
18 and enjoined from instituting or prosecuting any and all claims released under the terms of
19 the Settlement Agreement, either directly, representatively, or in any other capacity, against
20 any of the Released Parties. All of the Released Claims of each Class Member are and shall
21 be deemed to be conclusively released as against the Released Parties. Without affecting the
22 finality of this Order, the Court retains exclusive and continuing jurisdiction over the
23 litigation for purposes of supervising, implementing, interpreting and enforcing the Order,
24 this Judgment, and the Settlement Agreement, and in order to conduct further hearing(s) on
25 certification of distribution procedures as specified in the Order.

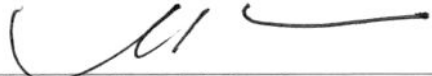
26 5. Defendants shall have no further liability for costs, expenses, interest, attorneys'
27 fees, or for any other charge, expense, or liability, in connection with the above-captioned action
28 except as provided in the Settlement.

1 6. Neither the Settlement, nor any of the terms set forth in the Settlement
2 Agreement, constitute any admission by Defendants, or any of the other Released Parties, of
3 liability to the Representative Plaintiff or any member of the Class, nor does this Judgment
4 constitute a finding by the Court of the validity of any of the claims alleged in the Action, or
5 of any wrongdoing or liability of Defendants or any of the other Released Parties.

6 7. The terms used in this Judgment have the meaning assigned to them in the
7 parties' Settlement Agreement.

8
9 Dated: _____

1.7.19



Hon. Melinda M. Reed

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On December 11, 2018, I served the following document described as

- **[PROPOSED] JUDGMENT**

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

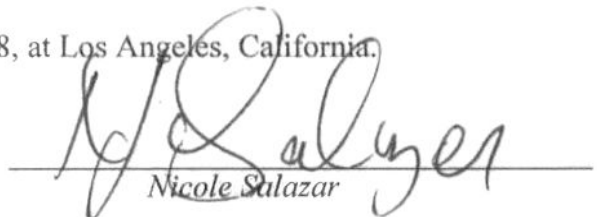
PLEASE SEE ATTACHED SERVICE LIST

<p>() BY MAIL</p> <p>I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION</p> <p>I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>(XX) BY OVERNIGHT DELIVERY</p> <p>Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>() BY ELECTRONIC TRANSMISSION</p> <p>I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on December 11, 2018, at Los Angeles, California.


Nicole Salazar

SERVICE LIST

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(Served via U.S. mail)
Attorneys for Plaintiff Diego Medina,
Individually and on behalf of all others
similarly situated