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10 Class Members Similarly Situated
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 15 2020

BY Patricia Guerrero
PATRICIA GUERRERO, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ISMAEL OLIVOS, AN INDIVIDUAL,
AND CLASS REPRESENTATIVE ON
BEHALF OF HIMSELF AND ALL OTHER
SIMILARLY SITUATED NON-EXEMPT
FORMER AND CURRENT EMPLOYEES;

PLAINTIFF,

VS.

RAMIREZ PALLETS, INC., A
CALIFORNIA CORPORATION;
CRESCENCIO RAMIREZ, AN
INDIVIDUAL; VICTORIA RAMIREZ, AN
INDIVIDUAL AND DOES 1 THROUGH
100, INCLUSIVE,

DEFENDANTS.

Case No.: CIVDS1716978

[Assigned for all purposes to the
Honorable Bryan F. Foster, Dept.
S22]

CLASS ACTION

[PROPOSED] JUDGMENT

Date: January 15, 2020
Time: 8:30 AM
Dept.: S22
Judge: Bryan F. Foster

Action Filed: August 31, 2017
Trial Date: N/A

1 [PROPOSED] JUDGMENT

2 1. In accordance with, and for the reasons stated in the Court's
3 Order Granting Plaintiff's Motion for Final Approval of Class Action
4 Settlement, Judgment shall be entered in the above-captioned case
5 whereby Plaintiff ISMAEL OLIVOS in Case No. CIVDS1716978 ("Plaintiff")
6 and all Participating Class Members shall take nothing from Defendant
7 RAMIREZ PALLETS, INC., A CALIFORNIA CORPORATION ("Ramirez" or
8 "Defendant") except as expressly set forth in the JOINT STIPULATION OF
9 SETTLEMENT AND RELEASE ("Settlement").

10 2. Solely for purposes of effectuating the Settlement, this Court
11 has certified a Class defined as "All employees classified by
12 Defendant as non-exempt who worked for Defendant in California from
13 March 28, 2014 through September 26, 2019".

14 3. All Participating Class Members who did not opt out of the
15 Settlement shall be deemed to have released their respective Released
16 Claims against the Released Parties. "Released Parties" are defined as
17 "Defendant RAMIREZ PALLETS, INC., and their officers, directors,
18 employees, agents". "Released Claims" are defined as follows:

19 "(a) any and all claims based on the alleged failure to pay
20 minimum wages, overtime or double time wages, piece-rate
21 compensation, rest and recovery period compensation, or timely
22 pay all wages due and owing at the time of an employee's
23 termination pursuant to California Labor Code §§ 201-204, 226.2,
24 510, 1194 and 1197, and the applicable Industrial Welfare
25 Commission Orders;

26 (b) any and all claims for failure to provide proper, timely meal
27 periods and rest breaks pursuant to California Labor Code §§
28

1 226.7, 512, 516, and the applicable Industrial Welfare Commission
2 Orders;

3 (c)any and all claims based on the alleged failure to provide or
4 maintain accurate wage statements pursuant to California Labor
5 Code §§ 226 and 226.3;

6 (d) any and all claims based on the alleged failure to provide
7 reporting time pay;

8 (e)any alleged violation of California Recordkeeping provisions
9 pursuant to California Labor Code §§ 1174, 1194.5, 1198.5, and
10 the applicable Industrial Welfare Commission Orders;

11 (f)any and all claims for statutory penalties pursuant to
12 California Labor Code §§ 201-203, 226, 510, 1194, 1197 and the
13 California Private Attorney General's Act, California Labor Code
14 § 2698, et seq., based upon the claims released herein;

15 (g)any and all claims for unfair business practices pursuant to
16 California Business and Professions Code § 17200 based upon the
17 claims released herein; and,

18 (h)any additional claims arising out of or based on the factual
19 allegations set forth in the Complaint and First Amended
20 Complaint, including any claims for time allegedly worked but not
21 compensated, improper meal periods and/or rest breaks, off-the-
22 clock time, reporting time, unpaid minimum or regular wages,
23 overtime or double time, any alleged failure to make wage
24 payments in a timely manner, unfair competition, and any
25 applicable penalties, damages, interest, attorneys' fees, or
26 costs."

27 4. No individual timely opted out of the Settlement and therefore
28 all class members are bound by the terms of this Judgment.

1 5. This Court shall retain jurisdiction with respect to all
2 matters related to the administration and consummation of the
3 Settlement, and any and all claims, asserted in, arising out of, or
4 related to the subject matter of the lawsuit, including but not
5 limited to all matters related to the Settlement and the determination
6 of all controversies relating thereto.

7 6. Plaintiff shall give notice of this Judgment to Class Members,
8 pursuant to rule 3.771 of the California Rules of Court, by posting an
9 electronic copy of the Judgment on the Settlement Administrator's
10 website.

11 **IT IS SO ADJUDICATED.**

JAN 15 2020

12 DATED: _____

BRYAN F. FOSTER

HONORABLE BRYAN F. FOSTER
Judge of the Superior Court