

ORIGINAL

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (Cal. Bar No. 287811)
2 *david@tomorrolaw.com*
Diego Aviles (Cal. Bar No. 315533)
3 *diego@tomorrowlaw.com*
8484 Wilshire Boulevard, Suite 500
4 Beverly Hills, California 90211
Telephone: (310) 438-5555
5 Facsimile: (310) 300-1705

6 Attorneys for Plaintiffs,
JOSE LUCIANO and ALEJANDRO DURAN,
7 on behalf of themselves and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10
11 JOSE LUCIANO and ALEJANDRO DURAN,
on behalf of themselves and all others similarly
12 situated,

13 Plaintiffs,

14 v.

15 O'TASTY FOODS INC., a California
16 Corporation; BARONHR, LLC, a Delaware
Limited Liability Company; and DOES 1
17 through 100, inclusive,
18 Defendants.

CASE NO.: BC711988

[Assigned for all purposes to the Hon. Maren
E. Nelson in Dept. SS-17]

me
[PROPOSED] JUDGMENT

HEARING INFORMATION:

DATE: November 6, 2020
TIME: 9:00 a.m.
DEPT: SS-17

RECEIVED

LOS ANGELES SUPERIOR COURT

NOV 06 2020

S. DREW

FILED
Superior Court of California
County of Los Angeles

NOV 20 2020

BY *[Signature]* R. CARTER, EXECUTIVE OFFICER/CLERK
MARIBEL MATA Deputy

BY
FAX

1 JUDGMENT

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting
5 Motion for Final Approval of Class Action Settlement ("Order Granting Final Approval") and the
6 parties' Amended Joint Stipulation Re: Class Action and Representative Action Settlement
7 ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein
8 shall have the same meaning as defined in the Settlement Agreement.

9 2. The "Settlement Class" or "Settlement Class Members" are all current and former
10 non-exempt, hourly paid employees who worked in California for Defendants on defendants
11 O'Tasty Foods Inc. ("O'Tasty") and BaronHR, LLC ("BaronHR" and, collectively with O'Tasty,
12 "Defendants") on O'Tasty's premises at any time during the Class Period.

13 3. The "Class Period" is the period from June 29, 2014 up to and including December
14 22, 2019.

15 4. The "PAGA Period" means the Period from June 28, 2017 up to and including
16 December 22, 2019.

17 5. "Participating Class Members" means all Settlement Class Members who did not
18 submit a timely and valid request for exclusion.

19 6. Pursuant to the Order Granting Final Approval and Settlement Agreement,
20 Defendants must fund the settlement account with \$1,610,000. All funds shall be disbursed to
21 Plaintiff's Counsel, Plaintiffs, the Labor Workforce and Development Agency, the Settlement
22 Administrator, and Class Members pursuant to the Order Granting Final Approval and Settlement
23 Agreement. The funds associated with uncashed expired checks shall be transmitted to the
24 California State Controller's Office in the manner set out in the Settlement Agreement.

25 7. Upon the Final Approval Date and payment by Defendants of the Gross Settlement
26 Amount to the Settlement Administrator, Plaintiffs and all Settlement Class Members, except
27 those who have submitted a timely and valid Request for Exclusion, waive, release, discharge, and
28 promise never to assert in any forum against the Released Parties all claims asserted against

1 Defendants based on the factual allegations in the First Amended Complaint, arising or accruing
2 during the Class Period, including, without limitation: (a) all claims for failure to pay overtime
3 wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
4 compliant meal and rest periods and associated premium pay; (d) all claims for the failure to
5 timely pay wages upon termination; (e) all claims for failure to timely pay wages before
6 separation of employment; (f) all claims for non-compliant wage statements; (g) all claims
7 asserted through California Business & Professions Code § 17200 *et seq.* arising out of the alleged
8 Labor Code violations; and (h) for individuals employed during the PAGA Period, all asserted
9 PAGA claims arising out of the alleged Labor Code violations (hereinafter collectively referred to
10 as the "Released Claims").

11 8. "Released Parties" means Defendants and each of their past, present, and future
12 respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored
13 employee benefit plans of any nature and their successors and predecessors in interest, including
14 all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
15 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

16 9. No Settlement Class Members opted out of the Settlement by October 3, 2020.

17 10. This document shall constitute a Judgment for purposes of California Rules of
18 Court, Rule 3.769(h).

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20 Dated: 11/20, 2020

Marcia E. Nelson
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd,
Suite 500, Beverly Hills, California 90211.

5 On November 6, 2020, I caused a true and correct copy of [PROPOSED] **JUDGMENT** to
6 be served by electronic transmission via Case Anywhere to the parties and/or counsel who are
registered to use Case Anywhere and set forth in the below service list:

7 Eric M. Welch, Esq.
8 BARONHR, LLC
9 *eric@baronhr.com*
8101 Kaiser Blvd., Suite 110
Anaheim Hills, California 92808

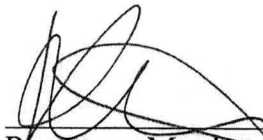
10 **Counsel for Defendant BaronHR, LLC**

11 BIRD MARELLA, BOXER, WOLPERT,
12 NESSIM, DROOKS, LINCENBERG & RHOW, P.C.
13 Paul Chan, Esq.
pse@birdmarella.com
14 Fanxi Wang, Esq.
fwang@birdmarella.com
15 1875 Century Park East,
16 Suite 2300
Los Angeles, California 90067

17 **Attorneys for Defendant O'Tasty Foods, Inc.**

18
19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct

21 Executed on November 6, 2020 at Beverly Hills, California.

22
23
24 
Rosemary Martir
25
26
27
28