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**FILED**  
 Superior Court of California  
 County of Los Angeles

**FEB 26 2021**

Sherri R. Cartgr, *Alfredo Morales* Deputy Clerk  
**ALFREDO MORALES**

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10 Attorneys for Plaintiff  
 11 **CARLOS OLMOS PEREZ**

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 13 COUNTY OF LOS ANGELES

14 **CARLOS OLMOS PEREZ,**  
 15 Plaintiff,  
 16 v.

Case No. BC714164

(Assigned for all purposes to the Hon. Amy D. Hogue, Dept. SS7)

~~**PROPOSED**~~ **JUDGMENT**

17 **THE ROMAN CATHOLIC ARCHBISHOP**  
 18 **OF LOS ANGELES, a California corporation,**  
 19 **and DOES 1 through 25, inclusive,**  
 20 Defendants.

Date Action Filed: July 18, 2018  
 Trial Date: Not yet set

21 Plaintiff Carlos Olmos Perez, on behalf of himself and other similarly situated individuals,  
 22 and all aggrieved employees and the State of California (“Plaintiff”), and Defendant The Roman  
 23 Catholic Archbishop of Los Angeles, a California corporation (“Defendant”), having settled the  
 24 above-captioned action (“Action”), and the Court having entered the Order Granting Motion for  
 25 Final Approval of Class Action Settlement (“Final Approval Order”), and good cause appearing:

26 I. Capitalized terms in this Judgment have the same meaning they are given in the  
 27 Amended Class Action Settlement Agreement and Release (“Agreement” or “Settlement”) filed  
 28

1 with the Supplemental Declaration of Armand R. Kizirian in Support of Plaintiff's Motion for  
2 Preliminary Approval on June 25, 2020.

3 2. Except as set forth in the Amended Class Action Settlement and Release  
4 ("Settlement," "Agreement," or "Settlement Agreement") and the Final Approval Order, Plaintiff,  
5 other similarly situated individuals, other aggrieved employees, and the State of California shall  
6 take nothing by the First Amended Complaint ("Complaint") filed in this Action.

7 3. Each party shall bear their own attorneys' fees and costs incurred in the Action,  
8 except as otherwise provided in the Settlement Agreement and Final Approval Order.

9 4. Settlement Class Members are defined as all current and former non-exempt, hourly  
10 employees of Defendant who worked as grounds workers at Defendant's cemetery locations in the  
11 State of California, including in the positions of cemetery groundswokers, backhoe or heavy  
12 equipment operators, quick trim operators, vault placement operators, grounds specialists,  
13 cemeteries development crew members, mausoleum specialists, mechanics, cemetery grounds  
14 leads and supervisors, and any other non-exempt cemetery grounds position, at any time from  
15 July 18, 2014 to September 14, 2020, the date of preliminary approval.

16 5. Plaintiff, all Settlement Class Members, and the State of California are hereby  
17 deemed to have fully, finally, and forever released, relinquished and discharged any and all  
18 Released Claims against the Released Parties for the Settlement Class Period. This release shall  
19 not be effective until fifteen days after the Effective Date of the Settlement, and only once  
20 Defendant fully funds the Settlement Amount. All Settlement Class Members who did not timely  
21 opt out shall be deemed to have, and by operation of this Judgment shall have, expressly released,  
22 waived and relinquished the Released Claims. The Settlement Class Members who did not timely  
23 opt out are barred from suing or otherwise making a claim against any of the Released Parties for  
24 any of the Released Claims arising during the Settlement Class Period and shall be forever barred  
25 from filing any actions, claims, complaints or proceedings regarding the Released Claims with the  
26 California Division of Labor Standards Enforcement or the United States Department of Labor  
27 Wage and Hour Division, or from initiating any other proceedings against the Released Parties  
28 regarding the Released Claims. Their release, waiver and relinquishment of the Released Claims

1 shall preclude them from participating in any judgment or settlement of claims that are the subject  
2 of the Released Claims in any other class, collective, or representative action.

3 6. Notice of the Final Approval Order and this Judgment shall be given to the LWDA  
4 by submission through the online system established for the filing of notices and documents, in  
5 conformity with California Labor Code § 2699(1)(3).

6 7. Pursuant to Paragraph 8 of the Declaration of Taylor Mitzner on Behalf of  
7 Settlement Administrator filed concurrently with Plaintiff's Motion for Final Approval of Class  
8 Action Settlement filed on January 22, 2021, the Settlement Administrator received zero (0)  
9 Requests for Exclusion (i.e., opt-outs) from the Settlement.

10 8. In the event the Effective Date does not occur, the Final Approval Order and this  
11 Judgment shall be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly  
12 provided to the contrary in the Agreement, and without prejudice to the *status quo ante* rights of  
13 the Plaintiff, Settlement Class Members, and Defendant.

14 9. Judgment is hereby entered in accordance with the Agreement and the Settlement.  
15 Without affecting the finality of the Final Approval Order or this Judgment in any way, the Court  
16 shall retain jurisdiction over the implementation of the Settlement, including enforcement and  
17 administration of the Agreement and the releases given in connection therewith, and any other  
18 matters related or ancillary to the foregoing.

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1           10.     Notice of entry of the Final Approval Order and this Judgment shall be given to the  
2 Settlement Class Members by posting a copy of the Final Approval Order and this Judgment on the  
3 Settlement Administrator’s website for a period of at least sixty (60) calendar days after the date of  
4 entry of this Judgment. Notice of the Final Approval Order and this Judgment shall be given to the  
5 LWDA by submission through the online system established for the filing of notices and  
6 documents, in conformity with California Labor Code § 2699(1)(3). No individualized notice is  
7 required.

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

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10 Dated: 2/26/2021

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13 Honorable Amy D. Hogbe  
14 Judge of the Superior Court  
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