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SACRAMENTO COURTS  
DEPT. #54

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and on behalf of all others similarly situated  
10 and as a representative of aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SACRAMENTO**

13 SEAN OTIS, individually and on behalf of all  
14 others similarly situated,

15 Plaintiff,

16 vs.

17 RAY STONE INCORPORATED, a California  
Corporation, et al.,

18 Defendants.

Case No.: 34-2019-00269952

**[PROPOSED] JUDGMENT**

**Date: February 24, 2021**

**Time: 9:00 a.m.**

**Dept.: 54**

Case filed: November 26, 2019

19  
20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

21 1. The Court enters final Judgment in accordance with the parties Stipulation of  
22 Class Action Settlement and the Court's Order finally approving the class action settlement,  
23 subject to the Court's retention of continuing jurisdiction over this action solely for purposes  
24 of addressing settlement administration matters, and addressing such post-judgment matters  
25 as may be appropriate. Pursuant to the parties' Stipulation of Class Action Settlement,  
26 defendant Ray Stone Inc. is responsible for funding the Gross Settlement Amount of  
27 \$500,000 and is also responsible for the Employer's Withholding Share. Plaintiff, Sean  
28 Otis, is providing a general release in exchange for an incentive payment of \$15,000.



1           2.       The Class in this action is defined as: All individuals who worked for  
2 Defendant in California as non-exempt employees during the applicable Class Period  
3 (November 26, 2015 through November 1, 2020), including those individuals whose work  
4 originated in and was performed in a temporary position under the auspices of a staffing  
5 company.

6           3.       The Class includes a sub-class, which is defined as: All non-exempt  
7 employees who worked for Defendant in California as porters or porter-housekeepers and  
8 worked graveyard or swing shifts for Defendant at any time between November 26, 2015  
9 and October 6, 2018, including those individuals whose work originated in and was  
10 performed in a temporary position under the auspices of a staffing company.

11          4.       The following person requested exclusion from the Class is therefore not  
12 subject to this Judgment: Ann P. Starr.

13          5.       Pursuant to the terms of the Settlement Agreement (Paragraph VI), upon  
14 entry of the Final Approval Order and Defendant's payment of the settlement sum, i.e.,  
15 \$500,000 Gross Settlement Amount and the Employer's Withholding Share, , all members  
16 of the Class and sub-class (except for Ann P. Starr) are deemed to have released the  
17 Released Parties from all claims arising during the Class Period under state, federal and  
18 local law arising out of the allegations in the administrative and civil complaints in this  
19 action, and that reasonably arise or could have arisen out of the facts alleged in the case as to  
20 all Class Members, including claims arising under California Labor Code sections 200, 201,  
21 202, 203, 226, 226.3, 226.7, 510, 1174, 1194, 1197.1, 2698, 2699, 2699.3, 2699.5, 2751,  
22 claims arising under California Wage Orders, claims arising under Business and Professions  
23 Code section 17200, and all class claims and representative claims and aggrieved employee  
24 claims, including, but not limited to, any claims for meal or rest periods, or meal or rest  
25 period premiums, claims for unpaid wages, overtime and/or minimum wages, claims related  
26 to payment of wages at separation, termination or furlough, claims arising from or related to  
27 any failure to provide accurate and itemized paystubs/ claims related to unfair competition,  
28 unfair business practices, and/or fraudulent business practices; claims for PAGA penalties,

1 waiting time penalties, civil penalties, and/or penalties of any nature; claims for interest,  
2 fees, costs; claims for failure to pay benefits, bonuses, incentive payments of any kind, and  
3 lost paid time off and or sick leave benefits.

4 6. The Released Parties are Defendant Ray Stone Incorporated, Renoir Staffing,  
5 LLC, Renoir Staffing Services, Inc., and Renoir Staffing, Inc. and each of their respective  
6 past, present and/or future officers, directors, members, managers, employees, agents,  
7 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent  
8 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint  
9 venturers, affiliates and attorneys, but only as to the Released Claims. The term "affiliates"  
10 includes any and all entities, facilities and/ or real properties where Class Members were  
11 assigned when working for Defendant, including all senior living and multi-family  
12 complexes managed and/or owned in full or in part by Ray Stone, Inc. It further includes all  
13 temporary agencies or staffing agencies which contracted with Defendant to place class  
14 members, process their payroll and/or which jointly employed Class Members during the  
15 Class Period.

16 7. The final judgment shall bind each Settlement Class Member and shall  
17 operate as a full release and discharge of the released claims against the released parties.  
18 This judgment shall have res judicata effect and bar all settlement Class Members from  
19 bringing any action asserting released claims under this Settlement Agreement.

20 8. The Settlement Agreement is not an admission by Defendant, nor is this  
21 Judgment a finding of validity of any cause of action.

22 FEB 26 2021

CHRISTOPHER E. KRUEGER

23 Dated: \_\_\_\_\_

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24 Hon. Christopher E. Krueger

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