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**FILED**  
Superior Court of California  
County of Los Angeles  
11/01/2021  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           M. Cervantes           Deputy

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11

12 VICTOR ALBERTO PINEDA LOPEZ aka  
13 CARLOS FLORES, *et al.*,

14 *Plaintiffs,*

15 vs.

16 PRIME WHEEL CORPORATION, *et al.*,

17 *Defendants.*

Case No.: 19STCV37878

Hon. David S. Cunningham – Dept. SSC-11

CLASS ACTION

~~[AMENDED PROPOSED]~~ **JUDGMENT  
FOLLOWING ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: October 27, 2021  
Time: 11:00 a.m.  
Courtroom: SSC-11  
Judge: Hon. David S. Cunningham

Action Filed: October 23, 2019  
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Ma Maribel Hernandez (wife of deceased Filing Plaintiff Victor Alberto Pineda Lopez  
3 [aka Carlos Flores]), Ricardo Fajardo, and Jose Acosta (“Plaintiffs”) and Defendant Prime Wheel  
4 Corporation (“Defendant”) have reached terms of settlement for a putative class action.

5 Plaintiffs have filed a motion for preliminary approval of a class action settlement of the claims  
6 asserted against Defendant in this action, memorialized in the AMENDED JOINT STIPULATION OF  
7 CLASS ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiffs’ Motion  
8 for Final Approval of Class Action Settlement [“Leviant Decl.”], at Exh. 1). The AMENDED JOINT  
9 STIPULATION OF CLASS ACTION SETTLEMENT is referred to herein as the “Agreement” or  
10 “Settlement.”

11 The Court granted Plaintiff’s Motion on October 27, 2021. The Court’s Order granting  
12 Plaintiff’s Motion for Final Approval is incorporated herein in its entirety.

13 The Court now enters Judgment following the entry of the Order granting Final Approval. The  
14 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended  
15 to be immediately appealable.

16  
17 **JUDGMENT**

18 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be  
19 entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant,  
20 except as expressly set forth in the Settlement, which was previously filed as Exhibit 1 to the Declaration  
21 of H. Scott Leviant in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement, and  
22 as approved and awarded by the Court.

23 The Class Members are:

24 All non-exempt employees of Defendant who worked for Defendant in California  
25 during the Class Period (the Class Period is October 23, 2015 through May 19, 2021).

26 (Settlement, ¶¶ 3-4.) Excluded from the Class are ten Class Members who timely requested exclusion  
27 from the Settlement Class: Jose Manuel Delgado, Cupertino Garcia, Ignacio Gomez, Antonio Guizar,  
28 Rafael Jimenez, Humberto Mendoza, Adolfo Navarro, Armando Palacios, Martin Sanchez, and Eduardo

1 Torres. All other Class Members are Settlement Class Members.

2 The “PAGA Employees” are:

3 All Class Members employed at any time during the PAGA Period (the PAGA  
4 Period is October 23, 2018 through through May 19, 2021).

5 (Settlement, ¶¶ 11-12.)

6 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as  
7 follows:

8 Upon the final approval by the Court of this Settlement and Defendant’s payment of all  
9 sums due pursuant to this Settlement, and except as to such rights or claims as may be created by  
10 this Settlement, the Class Representatives, the Class and each Class Member who has not  
11 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and  
12 each PAGA Employee, regardless of whether they have requested exclusion from the Settlement  
13 of Class claims, will release claims as follows:

14 (a) **Identity of Released Parties.** The released parties are Defendant, and each  
15 of its/their former and present direct and/or indirect owners, dba’s,  
16 affiliates, parents, subsidiaries, brother and sister corporations, divisions,  
17 related companies, successors and predecessors, and current and former  
18 employees, attorneys, officers, directors, shareholders, owners, trustees,  
19 attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies,  
20 agents, servants, insurers, representatives, administrators, employee benefit  
21 plans, and assigns of said entities (collectively “Releasees”).

22 (b) **Date Release Becomes Active.** The Released Claims and Released PAGA  
23 Claims will be released upon the later of (1) the Settlement’s Effective  
24 Date, or (2) the satisfaction of Defendant’s obligation to provide to the  
25 Settlement Administrator a sum in the amount required to satisfy all  
26 required payments and distributions pursuant to this Settlement and the  
27 Order and Judgment of final approval (excluding the employer’s share of  
28 payroll taxes). Class Members will not release the Released Claims or

1 Released PAGA Claims until both the Effective Date of the Settlement has  
2 occurred, **and** Defendant has paid all amounts owing under the Settlement.

3 (c) **Claims Released by Settlement Class Members.** Each and every Class  
4 Member, on behalf of himself or herself and his or her heirs and assigns,  
5 unless he or she has submitted a timely and valid Request for Exclusion  
6 (which will not effectuate an opt-out from the release of Released PAGA  
7 Claims), hereby releases Releasees from the following claims for the entire  
8 Class Period:

- 9 1) any and all claims stated in the Action in the Second Amended  
10 Complaint, or that could have been asserted in the Action, based on  
11 the facts and/or allegations stated in the Second Amended  
12 Complaint (“Released Claims”). It is the intention of the Parties to  
13 release all primary rights invoked by the allegations in the Second  
14 Amended Complaint;
- 15 2) as to any Class Member who cashes their Settlement Payment, the  
16 signing and negotiation of that check shall serve as the Class  
17 Member’s consent to join the action for purposes of releasing  
18 claims arising under the Fair Labor Standards Act that are related to  
19 the claims stated in the Second Amended Complaint; and,

20 (d) **Claims Released by the Class, Including PAGA Employees.** All Class  
21 Members, including all PAGA Employees, release the Released PAGA  
22 Claims (“Released PAGA Claims” means all claims for penalties and any  
23 other available relief pursuant to PAGA, to the extent asserted in Plaintiff  
24 Victor Alberto Pineda Lopez’s administrative exhaustion letter submitted  
25 to the LWDA in this Action [and all subsequent amended or additional  
26 administrative exhaustion letters submitted to the LWDA in connection  
27 with this Action], arising during the PAGA Period), regardless of whether  
28 they have requested exclusion from the Settlement as to Class claims.

1 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California  
2 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,  
3 Settlement Class Members, and Defendant, for the purposes of:

4 (a) supervising the implementation, enforcement, construction, and interpretation of the  
5 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,  
6 and the Judgment; and

7 (b) supervising distribution of amounts paid under this Settlement.

8 **IT IS SO ORDERED.**

9 11/01/2021

10 Dated: \_\_\_\_\_



11 \_\_\_\_\_  
12 Hon. David S. Cunningham  
13 LOS ANGELES COUNTY SUPERIOR COURT JUDGE

14  
15 **APPROVED AS TO FORM:**



16 \_\_\_\_\_  
17 FISHER & PHILLIPS LLP  
18 Christine D. Baran  
19 Colin P. Calvert

1 **PROOF OF SERVICE**

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

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party  
4 to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[AMENDED PROPOSED]**  
6 **JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**  
7 **SETTLEMENT** on the interested parties in this action by sending [ ] the original [or]  a true copy thereof   
8 to interested parties as follows [or] [ ] as stated on the attached service list:

9 Christine D. Baran (cbaran@fisherphillips.com)  
10 Colin P. Calvert (ccalvert@fisherphillips.com)  
11 FISHER & PHILLIPS LLP  
12 2050 Main Street, Suite 1000  
13 Irvine, California 92614  
14 Facsimile: (949) 851-0152

15 *Attorney for Defendant PRIME WHEEL CORPORATION*

16  **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept  
17 electronic service, I caused the documents to be sent to the persons at the electronic service addresses  
18 listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
20 correct. Executed this **October 27, 2021** at Los Angeles, California.

21 \_\_\_\_\_  
22 H. Scott Leviant  
23 Type or Print Name

24   
25 \_\_\_\_\_  
26 Signature