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*Attorneys for Plaintiff*

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

06/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:           A. Morales           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LUCIANO AIELLO, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

PIRCH, INC., a California corporation; and  
DOES 1 through 100,

Defendants.

Case No. 19STCV23149

*[Assigned for all purposes to the Hon. Amy D.  
Hogue, Dept. SSC-7]*

~~PROPOSED~~ FINAL JUDGMENT

Date: June 17, 2022

Time: 11:00 a.m.

Dept.: SSC-7

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1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on June 17, 2022 at 11:00  
3 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Orders granting  
4 preliminary approval and setting the Final Approval Hearing. Having considered the parties’  
5 Stipulation of Settlement (“Settlement”) and the documents and evidence presented in support  
6 thereof, and the submissions of counsel, the Court hereby ORDERS as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with  
8 the Settlement and this Court’s Order Granting Final Approval of Class Action Settlement (“Final  
9 Approval Order”). The Settlement Class is comprised of the following individuals:

10 All of Defendant Pirsch, Inc.’s (“Defendant”) current and former Sales  
11 Associates Sales Consultants, Sales Advisors, and Sales Professionals in  
12 California who performed work pursuant to Defendant’s commission-based  
13 pay plans, at any time from July 3, 2015 to October 2, 2020 (“Class  
14 Period”), who did not sign an arbitration agreement with Defendant.

15 2. No Settlement Class members opted out of the Settlement and therefore all  
16 Settlement Class members are bound by this Judgment.

17 3. Upon satisfaction of all obligations under the Settlement and the Final Approval  
18 Order, and by virtue of this Judgment, Plaintiff and every member of the Settlement Class will  
19 release all claims against the Released Parties (as that term is defined in the Settlement) under  
20 California law that were asserted in the Complaint, or which could have been asserted in the  
21 Action based on the facts and circumstances as alleged in the Complaint, including claims for: (i)  
22 failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) meal period violations;  
23 (iv) rest period violations; (v) failure to timely pay final wages at termination; and (vi) any claims  
24 for or under Business & Professions Code § 17200 based on any of the above claims, during the  
25 Class Period (collectively, the “Released Claims”). The period of the Release shall extend to the  
26 limits of the Class Period.

27 4. The Court finds that, pursuant to the Settlement, and in consideration of his  
28 incentive award, Plaintiff, upon satisfaction of all obligations under the Settlement and the Final  
Approval Order, shall, by virtue of this Judgment, as an individual and in addition to the Released  
Claims described above, release all claims, whether known or unknown, under federal or state

1 law against the Released Parties, through the date Plaintiff signed the Settlement (“Plaintiff’s  
2 Released Claims”). Plaintiff’s Released Claims do not include any workers’ compensation claims  
3 or claims for unemployment benefits, nor any other claims which cannot be released as a matter  
4 of law, and that Plaintiff is not, by way of this release, releasing any such claims. Plaintiff  
5 understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all  
6 rights and benefits afforded by Section 1542 of the California Civil Code with respect to  
7 Plaintiff’s Released Claims. That section provides: “A general release does not extend to claims  
8 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time  
9 of executing the release and that, if known by him or her, would have materially affected his or  
10 her settlement with the debtor or released party.”

11 5. This document shall constitute a final judgment pursuant to California Rule of  
12 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final  
13 approval hearing, the court must make and enter judgment. The judgment must include a  
14 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the  
15 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
16 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final  
17 Approval Order, and this Judgment.

18 **IT IS SO ORDERED.**



**Amy D. Hogue**

19 Dated: 06/17/2022

20 Amy D. Hogue / Judge  
21 Honorable Amy D. Hogue  
22 Judge of the Superior Court  
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