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Attorneys for Plaintiff, KARINA GUEVARA,
on behalf of herself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Los Angeles

01/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KARINA GUEVARA, on behalf of herself
and all others similarly situated and aggrieved,

Plaintiff,

v.

J&K CULVER, LLC, a California limited
liability company; POTATO CORNER LA
GROUP LLC, a California limited liability
company; GUY KOREN, an individual;
ARIZONA OUM, an individual; AMIR
JACOBY, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 19STCV39951

[Assigned to the Hon. Elihu M. Berle in Dept.
6]

~~[PROPOSED]~~ JUDGMENT

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 Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ First Amended Joint Stipulation Re: Class Action and PAGA
7 Representative Action Settlement (“Settlement Agreement”). All terms used herein shall have the
8 same meaning as defined in the Settlement Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-paid
10 employees who worked for Potato Corner on behalf of defendants J&K Culver, LLC, Potato Corner
11 LA Group, LLC, Guy Koren, and Amir Jacoby (collectively, “Defendants”) at any time during the
12 period between November 6, 2015 through August 31, 2021 (“Class Period”) in California
13 (“Settlement Class,” “Settlement Class Members” or “Class Members”).

14 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
15 objected to the Settlement; thus all Class Members are Participating Class Members.

16 4. Defendants shall make payment of the \$350,000.00, the Gross Settlement Amount, as
17 the same may be escalated pursuant to the Settlement Agreement, and Employer Taxes, to the
18 Settlement Administrator within fifteen (15) business days of the Effective Date, which is the later
19 of: (1) if no appeal or writ is filed after Final Approval, the date that is 61 days from service of
20 Notice of Entry of Judgment; or (2) to the extent any appeals or writs have been filed, the date on
21 which they have been dismissed or finally resolved consistent with the terms of the Settlement and
22 all rights to pursue further relief have been fully exhausted. All funds shall be distributed to the
23 Settlement Administrator, Class Counsel, Plaintiff, the LWDA, Participating Class Members, and
24 Aggrieved Employees pursuant to the Order Granting Final Approval.

25 5. Any checks issued by the Settlement Administrator to Participating Class Members and
26 Aggrieved Employees will be negotiable for one hundred eighty (180) calendar days after the date
27 of their issuance. If a Participating Class Member’s Individual Settlement Payment or Individual
28 PAGA Payment check is not cashed within one hundred twenty (120) days after the initial mailing

1 to the Participating Class Member and/or Aggrieved Employee, the Settlement Administrator will
2 send each such individual a letter informing him or her that unless the check is cashed in the next
3 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or
4 misplaced but not cashed. If any checks remain uncashed after expiration of the 180-day check
5 cashing period, the checks will be cancelled and the funds represented by those checks shall be
6 transmitted to the California State Controller's Unclaimed Property Fund in the name of the
7 applicable Participating Class Member and/or Aggrieved Employee.

8 6. Upon the entry of this Order granting Final Approval of the Settlement, entry of
9 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
10 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
11 Class Members release all claims against the Released Parties asserted in the Operative Complaint
12 filed in the Action, or which could have been alleged or asserted against the Released Parties based
13 on the factual allegations in the Operative Complaint under any federal, state, local or common law,
14 as follows: For the duration of the Class Period, the release includes, for Participating Class
15 Members, including Plaintiff: (a) all claims for failure to pay overtime wages; (b) all claims for
16 failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods or
17 premium compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods or
18 premium compensation in lieu thereof; (e) all claims for the failure to timely pay wages upon
19 termination or resignation; (f) all claims for failure to provide accurate wage statements; (g) all
20 claims for failure to reimburse employees for business expenses; (h) all claims for failure to permit
21 inspection or copying of employees' wage statements; (i) all claims for failure to permit inspection
22 and/or copying of employees' personnel records; and (j) all claims asserted through California
23 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations and
24 applicable Wage Orders referenced in the Operative Complaint (the "Class Released Claims"). The
25 Class Released Claims shall also include the release of all related claims for civil penalties, statutory
26 penalties, liquidated damages, attorneys' fees, costs, expenses, interest and any other losses or
27 damages that could have been asserted based on the claims alleged in the Operative Complaint. The
28 Parties additionally agree that the scope of the release under this Agreement shall include the release

1 of claims under the federal Fair Labor Standards Act (“FLSA”) pursuant to *Rangel v. Check*
2 *Cashers*, 899 F.3d 1106 (9th Cir. 2018).

3 7. For Aggrieved Employees, including Plaintiff, (and, to the fullest extent permitted by
4 law, the State of California), the release includes for the duration of the PAGA Period, all claims
5 asserted in the PAGA Notice, Amended PAGA Notice, and alleged in the Operative Complaint
6 against the Released Parties, or which could have been alleged or asserted against the Released
7 Parties based on the factual allegations in the PAGA Notice, Amended PAGA Notice, and the
8 Operative Complaint, for PAGA civil penalties pursuant to Labor Code sections, 226.3, 558, 1174.5,
9 1197.1, and 2699, *et seq.*, in connection with alleged violations of Labor Code sections 96, 98.6,
10 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558.1, 1102.5,
11 1174, 1194, 1194.2, 1197, 1197.5, 1198.5, 2802, and 2810.5 (the “PAGA Released Claims” or
12 “PAGA Release”). Collectively, the Class Released Claims and PAGA Released Claims shall be
13 referred to as the “Released Claims”.

14 8. The parties released shall include Defendants and each of their past, present, and future
15 respective parents, subsidiaries, dba’s, affiliates, related entities, including but not limited to J&K
16 Oakridge, LLC, J&K Ontario, LLC, J&K Valley Fair, LLC, J&K Lakewood, LLC, NKM Capital
17 Group, LLC, and J&K Americana, LLC, insurers and reinsurers, and company-sponsored employee
18 benefit plans of any nature, and each of their successors, assigns and predecessors-in-interest,
19 including all of their respective owners, officers, directors, shareholders, members, partners,
20 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys,
21 administrators, fiduciaries, trustees, and agents (collectively, the “Released Parties”).

22 9. This document shall constitute a Judgment for purposes of California Rules of Court,
23 Rule 3.769(h).

24

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

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27 Dated: _____ FEGH, 2023



Elihu M. Berle
Judge of the Superior Court

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Elihu M. Berle / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On January 18, 2023, I caused a true and correct copy of the foregoing document(s) described as [PROPOSED] **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE AWARD AND [PROPOSED] JUDGMENT** to be served by electronic transmission via Case Anywhere to the following recipients.

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Attorney for Defendant Amir Jacoby

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

Executed on January 18, 2023, at Beverly Hills, California.

/s/ Jennifer Echeverria

Jennifer Echeverria