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1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff and the Class*

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Superior Court of California
County of Los Angeles

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Central Civil West

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Sherri R. Carter, Executive Officer/Clerk
By: V. Jaime, Deputy

By: R. Nazaryan

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

10 HYOK S. YOUN; individually, and on behalf
11 of other members of the general public
12 similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 ALLIED REFRIGERATION, INC., a
16 California corporation; and DOES 1 through
100, inclusive;

17 Defendants.

Case No.: BC572914

Honorable Ann I. Jones
Department 308

CLASS ACTION

[PROPOSED] JUDGMENT

Date: January 8, 2018
Time: 10:00 a.m.
Department: 308

Complaint Filed: February 18, 2015
FAC Filed: March 28, 2016
Jury Trial: None Set

1 The parties having settled this action and the Court having entered a Final Approval Order
2 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**
3 **THAT:**

4 1. Except as set forth in the Class Action Settlement Agreement and Release
5 (“Settlement,” “Agreement,” or “Settlement Agreement”) and Final Approval Order, Class
6 Representative Hyok S. Youn, and all members of the Class, shall take nothing by their Complaint
7 in this action.

8 2. Each party shall bear its own attorneys’ fees and costs, except as otherwise
9 provided in the Settlement Agreement and Final Approval Order.

10 3. Each Settlement Class Member has released the Class Released Claims against the
11 Released Parties. All Settlement Class Members shall be permanently enjoined and forever barred
12 from asserting any of the Class Released Claims against the Released Parties, according to the
13 terms of the Settlement.

14 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:

15 (a) “Settlement Class Member” means all current and former hourly-paid or non-
16 exempt individuals employed by Defendant Allied Refrigeration, Inc. in California
17 during the period beginning February 18, 2011 through July 28, 2017, who did not
18 submit a timely and valid, or otherwise accepted, Exclusion Letter.

19 (b) “Class Released Claims” means all of the claims described in section A.8 of the
20 Settlement Agreement, as follows:

21 All claims, demands, rights, liabilities and causes of action alleged in the
22 operative Complaint, including claims that Defendant failed to pay all
23 wages or overtime wages due, failed to pay the minimum wage, failed to
24 provide meal breaks, failed to authorize and permit rest breaks, failed to
25 provide timely wages and timely or accurate final paychecks, committed
26 record-keeping violations, provided non-compliant wage statements, failed
27 to reimburse for business expenses, engaged in unfair business practices,
28 and for penalties under PAGA, at any time on or before the date of
Preliminary Approval.

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(c) "Released Parties" means Defendant and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns.

5. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

6. Notice of entry of this Judgment shall be given to the Class Members by posting a copy of the Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Judgment. The time for any appeal shall run from the Court's entry of this Judgment.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

ANN I. JONES

Dated: 1/8/18

THE HONORABLE ANN I. JONES
JUDGE OF THE SUPERIOR COURT