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LOS ANGELES SUPERIOR COURT

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Superior Court of California
County of Los Angeles

JAN 03 2019

Sherril R. Carter, Executive Officer/Clerk
By: Benigno Del Barrio, Deputy

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

10 JULIAN LOERA, individually, and on behalf
11 of other members of the general public
12 similarly situated and on behalf of other
13 aggrieved employees pursuant to the California
14 Private Attorneys General Act; MATTHEW
15 KOLMOS, individually, and on behalf of other
16 members of the general public similarly
17 situated and on behalf of other aggrieved
18 employees pursuant to the California Private
19 Attorneys General Act;
20
21 Plaintiffs,
22
23 vs.
24
25 COLLECTION TECHNOLOGY, INC., a
26 California Corporation; and DOES 1 through
27 100, inclusive,
28
29 Defendants.

Case No.: BC647015

Honorable Maren E. Nelson **BY FAX**
Department SSC17

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Date: January 3, 2019
Time: 9:00 a.m.
Department: SSC17
Complaint Filed: January 17, 2017
FAC Filed: March 13, 2017
Trial Date: None Set

1 The parties having settled the above-captioned action ("Action") and the Court having
2 entered the Final Approval Order, and good cause appearing, **IT IS HEREBY ORDERED,**
3 **ADJUDICATED, AND DECREED THAT:**

4 1. Except as set forth in the Joint Stipulation of Class Action and PAGA Settlement
5 and Release, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and
6 Release ("Amendment No. 1"), and Amendment No. 2 to Joint Stipulation of Class Action and
7 PAGA Settlement and Release (collectively, "Settlement," "Agreement," or "Settlement
8 Agreement") and Final Approval Order, Class Representatives Julian Loera, Matthew Kolmos,
9 and Kimberly Kolmos, and all members of the Class, shall take nothing by their First Amended
10 Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act,
11 California Labor Code § 2698, Et Seq. ("Operative Complaint") in this Action.

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

14 3. Each Settlement Class Member has released the Released Claims against the
15 Released Parties. ~~All Settlement Class Members shall be permanently enjoined and forever~~
16 ~~barred from asserting any of the Released Claims against the Released Parties, according to the~~
17 ~~terms of the Settlement.~~ Settlement Class Members who cash, deposit, or otherwise negotiate
18 their Individual Settlement Payment check will be deemed to have opted in for purposes of
19 releasing the Released Claims which arise under the Fair Labor Standards Act ("FLSA") and to
20 have settled and released the Released Claims arising under the FLSA.

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

23 (a) "Class Member(s)" means all current and former hourly-paid or non-exempt
24 employees who worked for Defendant within the State of California at any time
25 from January 17, 2013 to August 1, 2018.

26 (b) "Settlement Class Member(s)" means all Class Members who did not submit a
27 timely and valid Request for Exclusion.

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1 (c) "Released Claims" means all of the claims described in paragraph B of
2 Amendment No. 1, as follows:

3 All claims, demands, rights, liabilities and causes of action of every nature
4 and description whatsoever including without limitation statutory,
5 constitutional, contractual or common law claims, against the Released
6 Parties, and any of them, for relief and penalties, that accrued from
7 January 17, 2013 to August 1, 2018 and as a result of Class Members'
8 employment by Defendant in California, that arise under any federal, state,
9 or local law or administrative order that was or could have been pled
10 based on the facts alleged in the Operative Complaint, including claims of
11 failure to pay wages upon termination and/or resignation, failure to pay
12 overtime wages, failure to pay minimum wages, failure to provide
13 compliant meal and rest periods and/or associated premiums, failure to
14 pay wages timely during employment, failure to provide accurate wage
15 statements, failure to reimburse business expenses, failure to pay reporting
16 time pay, unfair competition, and violations of the Fair Labor Standards
17 Act, California Labor Code §§ 200, 201, 202, 203, 204, 226, 226.7, 510,
18 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, applicable
19 Wage Orders of the Industrial Wage Commission, and California Business
20 & Professions Code §§ 17200 to 17208, including without limitation all
21 related claims for restitution and other equitable relief arising California
22 Business and Professions Code §§ 17200, *et seq.*, interest on unpaid
23 wages, unpaid wages, attorneys' fees or litigation costs, and penalties
24 under and not limited to penalties under California Labor Code § 2698, *et*
25 *seq.*

17 (d) "Released Parties" means:

18 Collection Technology, Inc., each of its respective parent companies,
19 subsidiaries, affiliates, current and former management companies,
20 shareholders, members, agents (including any investment bankers,
21 accountants, insurers, reinsurers, attorneys and any past, present or future
22 officers, directors and employees), predecessors, successors, and assigns.

21 5. After entry of this Judgment, pursuant to California Rules of Court, Rule
22 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
24 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
25 distribution of settlement benefits.

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1 6. Notice of entry of this Judgment shall be given to the Class Members by posting a
2 copy of the Judgment on the Settlement Administrator's website for this Settlement, for a period
3 of at least sixty (60) calendar days after the date of entry of this Judgment. No individualized
4 notice shall be required to be provided to the Class.

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Dated: 1/3/19

Maren E. Nelson
HONORABLE MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT