

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

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Superior Court of California
County of Los Angeles

SEP 27 2017

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

5 *Attorneys for Plaintiff and the Class*
6
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

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

13 Plaintiff,

14 vs.

15 PRESERVATION PARTNERS
16 MANAGEMENT GROUP, INC., a California
corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.

Case No.: BC558685

Honorable Ann I. Jones
Department 308

CLASS ACTION

[PROPOSED] JUDGMENT

Date: September 27, 2017
Time: 9:00 a.m.
Department: 308

Complaint Filed: September 25, 2014
FAC Filed: October 28, 2016
Jury Trial: None Set

**RECEIVED
Central Civil West**

SEP 05 2017

By: V. Hillard

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 Joint Stipulation Re: Class Action Settlement
5 (“Stipulation of Settlement”) and Amendment No. 1 to Joint Stipulation Re: Class Action
6 Settlement (“Amendment No. 1”) (collectively, “Settlement,” “Agreement,” or “Settlement
7 Agreement”) and Final Approval Order, Class Representative Brenda Mejia, and all members of
8 the Class, shall take nothing by their Complaint in this action.

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

11 3. Each Settlement Class Member has released the Released Claims against
12 Defendant Partners Management Group, Inc., and its past and present affiliated companies,
13 parents, members, subsidiaries, and each of them, as well as each of their past and present
14 partners, trustees, directors, shareholders, officers, and employees, and each of them
15 (“Defendant”). All Settlement Class Members shall be permanently enjoined and forever barred
16 from asserting any of the Released Claims against Defendant, according to the terms of the
17 Settlement.

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

19 (a) “Settlement Class Member” means all current and former California-based hourly-
20 paid or non-exempt Assistant Managers employed by Defendant Preservation
21 Partners Management Group, Inc. within the State of California at any time during
22 the period from September 25, 2010 to April 26, 2017 (“Class Period”), who did
23 not submit a valid and timely Request for Exclusion from the Class.

24 (b) “Released Claims” means all of the claims described in section B of Amendment
25 No. 1 (amending section 21 of the Stipulation of Settlement), as follows:

26 All claims and/or causes of action, debts, liabilities, demand, or obligations
27 that were pled or which could have been pled based on the factual
28 allegations of the complaint and any amendments thereto, including the
claims for alleged failure to pay overtime, alleged failure to pay meal period
premiums, alleged failure to pay rest period premiums, alleged failure to

1 pay minimum wages, alleged failure to timely pay final wages, alleged
2 failure to timely pay wages during employment, alleged failure to provide
3 compliant wage statements, alleged failure to keep requisite payroll records,
4 alleged failure to reimburse business expenses, alleged unfair competition
5 pursuant to Business and Professions Code §§ 17200, et seq. and claims for
6 restitution and other equitable relief under Business and Professions Code
7 section 17200, liquidated damages, waiting-time penalties, penalties under
8 Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558,
9 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, penalties under Labor
10 Code section 2698 (Private Attorneys General Act), and all claims for
11 interest, attorneys' fees and costs.

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

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

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

21 **ANN I. JONES**

22 Dated: 9/27/17

23 _____
24 THE HONORABLE ANN I. JONES
25 JUDGE OF THE SUPERIOR COURT