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**FILED**  
LOS ANGELES SUPERIOR COURT

NOV 26 2018

BY Nancy Navarro OFFICER/CLERK  
NANCY NAVARRO Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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

14 Plaintiff,

15 vs.

16 STALEY, INC., an unknown business entity;  
17 STALEY TECHNOLOGIES, an unknown  
business entity; and DOES 1 through 100,  
inclusive,

18 Defendants.

Case No.: BC611897

Honorable Maren E. Nelson  
Department SSC17

**CLASS ACTION**

**[REVISED PROPOSED] JUDGMENT**

Date: September 27, 2018  
Time: 9:00 a.m.  
Department: SSC17

Complaint Filed: February 26, 2016  
FAC Filed: March 18, 2016  
Jury Trial Date: None Set

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

OCT 10 2018

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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 First Amended Class Action and PAGA Settlement  
5 Agreement and Release of Claims and the Court’s orders approving the parties’ Joint Stipulation  
6 Regarding Settlement Administration Procedure (“Order Regarding Settlement Administration  
7 Procedure”) and Joint Stipulation to Modify the Settlement Agreement and Supplemental Class  
8 Notice (“Order Modifying Settlement”) (collectively, “Settlement,” “Agreement,” or “Settlement  
9 Agreement”) and Final Approval Order, Class Representative Benjamin Del Castillo, and all  
10 members of the Class, shall take nothing by their First Amended Class Action Complaint for  
11 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §  
12 2698, Et Seq. (“Operative Complaint”) in this Action.

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

15 3. Each Settlement Class Member has released the Released Claims against the  
16 Released Parties. All Settlement Class Members shall be permanently enjoined and forever  
17 barred from asserting any of the Released Claims against the Released Parties, according to the  
18 terms of the Settlement. Settlement Class Members will release the Released Claims arising  
19 under the Fair Labor Standards Act (“FLSA”) only if they negotiate their Individual Settlement  
20 Share check (which will contain language advising them of the foregoing), which will be deemed  
21 as opting into the release of Released Claims under FLSA.

22 4. Each Class Member has released the Released Claims arising under the Private  
23 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) against  
24 the Released Parties. All Class Members shall be permanently enjoined and forever barred from  
25 asserting any of the Released Claims arising under PAGA against the Released Parties,  
26 according to the terms of the Settlement.

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28 ///

1           5.       As used in paragraphs 3 and 4 above, the quoted terms have the meanings set  
2 forth below:

3           (a)       “Class” or individually, “Class Member(s)” means all current and former hourly-  
4                   paid or non-exempt employees who worked for Defendant within the State of  
5                   California at any time during the period from February 26, 2012 until February  
6                   14, 2018.

7           (b)       “Settlement Class Member(s)” means all Class Members who do not submit a  
8                   timely and valid Request for Exclusion.

9           (c)       “Released Claims” means all of the claims described in paragraph 50 of the  
10                   Settlement Agreement, as follows:

11                   Any and all claims, debts, wages, liabilities, demands, obligations,  
12                   penalties, guarantees, costs, expenses, attorney’s fees, damages, action or  
13                   causes of action of whatever kind or nature, arising out of the Operative  
14                   Complaint, including, but not limited to, any claims which have been or  
15                   could have been asserted against Defendant arising out of or related to all  
16                   claims for wages, overtime pay, pay for all time allegedly worked but not  
17                   compensated, and all other claims of any kind for unpaid minimum wages  
18                   or overtime, record-keeping violations, wage statement violations, meal  
19                   period and rest period violations including claims for premium pay,  
20                   unpaid reporting time pay, unreimbursed business-related expenses,  
21                   interest, “waiting time” penalties, violations of Labor Code sections 510,  
22                   1198, 226(a), 226.7, 512, 1194, 1197, 1197.1, 201, 202, 203, 204,  
23                   1174(d), 2800, and 2802, and other civil and statutory penalties including  
24                   but not limited to those arising under Labor Code sections 1197, 1197.1,  
25                   1198, liquidated damages, civil and statutory penalties, restitution,  
26                   including but not limited to pursuant to Business & Professions Code §§  
27                   17200 *et seq.*, costs and attorneys’ fees arising from the alleged violation  
28                   of any provision of common law, California law and/or Federal law which  
                    were or could have been raised in the Operative Complaint, which arose  
                    during the period starting on February 26, 2012 and ending on February  
                    14, 2018.

24           (d)       “Released Parties” means:

25                   Staley, Inc. and all of its past, present, and future parent companies,  
26                   subsidiaries, and divisions, and all of their respective owners,  
27                   shareholders, trustees, executors, administrators, officers, directors,  
28                   employees, successors, and assigns.

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6. 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 Settlement 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.

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

Dated: 11/26/18

  
HONORABLE MAREN E. NELSON  
JUDGE OF THE SUPERIOR COURT