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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

13 FABIAN MAYORGA individually, and on
14 behalf of other members of the general public
similarly situated and on behalf of aggrieved
15 employees pursuant to the Private Attorneys
General Act (“PAGA”);

16 Plaintiff,

17 vs.

18 STURGEON SERVICES INTERNATIONAL,
19 INC., a California Corporation formerly known
as STURGEON & SONS, INC. and Does 3
20 through 100, inclusive,

21 Defendants.

FILED
Superior Court of California
County of Los Angeles

AUG 7 2017

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

Case No. BC509717

Assigned for All Purposes to:
Honorable Ann I. Jones
Department 308

CLASS ACTION

[PROPOSED] JUDGMENT

08232017

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 Amended Stipulation and Agreement of Compromise and
5 Settlement ("Settlement," "Agreement," or "Settlement Agreement") and Final Approval Order,
6 Class Representative Fabian Mayorga, and all members of the Class, shall take nothing by their
7 Complaint 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. Conditioned upon Defendants' obligation to make timely payments under
11 Paragraph 7.5 of the Settlement, each Participating Class Member has released the Released
12 Claims against the Defendants and/or any of the Released Parties. All Participating Class
13 Members shall be permanently enjoined and forever barred from asserting any of the Released
14 Claims against the Released Parties, according to the terms of the Settlement.

15 4. Class Member, Curtis Fox, who timely submitted a request for exclusion, shall not
16 subject to the Release.

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

18 (a) "Participating Class Member" means all persons employed by Defendants
19 Sturgeon Services International, Inc., Sturgeon & Son Grading & Paving, Inc., or
20 Engineered Well Service International, Inc. ("Defendants") in California in a non-
21 exempt hourly field position, during the period from May 22, 2009 through
22 December 1, 2015, who did not submit a timely and valid request to be excluded
23 from the Settlement.

24 (b) "Released Parties" means Defendants, their respective successors, current and
25 former parents, subsidiaries, affiliated corporations and entities, and each of their
26 respective officers, directors, agents, and employees and any other person or entity
27 that could be jointly liable with them for the claims.

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1 (c) "Released Claims" means all of the claims described in Paragraph 5.2 of the
2 Settlement Agreement, as follows:

3 All claims under state or local law arising from their employment with
4 Defendants that were or otherwise could have been brought under the facts
5 pleaded in the operative Complaint in this Action against the Released
6 Parties, arising out of or relating to work performed during the Class Period,
7 including but not limited to the following:

- 8 i. Any and all claims regarding unpaid wages, interest, or penalties for
9 off-the-clock work, unpaid straight time wages, unpaid overtime
10 wages, unpaid minimum wages, inaccurate payroll and/or time record-
11 keeping records, inaccurate, incomplete or incorrect pay
12 instruments/stubs and/or wage/earnings statements, payment of wages,
13 and unfair competition, related to the alleged Labor Code violations
14 asserted in the operative Complaint;
- 15 ii. Any and all claims regarding meal and rest period premiums under
16 Labor Code sections 226.7 and 512 and the applicable Wage Order
17 related to the alleged Labor Code violations asserted in the operative
18 Complaint;
- 19 iii. Any and all claims regarding waiting time penalties under Labor Code
20 sections 201, 203 et seq. and the applicable Wage Order related to the
21 alleged Labor Code violations asserted in the operative Complaint;
- 22 iv. Any and all claims for injunctive relief, restitution, breach of contract
23 or company policy, fraudulent business practices brought pursuant to
24 the California Business & Professions Code and related to the above
25 alleged Labor Code violations asserted in the operative Complaint;
- 26 v. Any and all claims under PAGA arising out of the wage, hour and
27 payroll practices asserted in the operative Complaint; and
- 28 vi. Any and all claims or causes of action for penalties, interest and/or
attorneys' fees and costs related to the above alleged Labor Code
violations asserted in the operative Complaint.

6. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h)
and California Code of Civil Procedure section 664.6, the Court reserves exclusive and continuing
jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the
purposes of supervising the implementation, enforcement, construction, administration and
interpretation of the Settlement Agreement and this Judgment.

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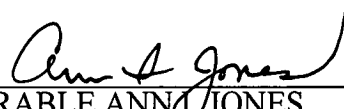
7. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court's Order Granting the Motion for Final Approval Order and the Settlement Agreement. Judgment is entered against Defendant Sturgeon Services International, Inc. in favor of Plaintiff Fabian Mayorga, Participating Class Members, and Class Counsel Justice Law Corporation and Lawyers for Justice, P.C. in the total amount of \$1,354,621.61 which includes:

- i. \$525,000 in attorneys fees and \$30,000 in costs to Justice Law Corporation and Lawyers for Justice, P.C.;
- ii. Fabian Mayorga is awarded an enhancement of \$5,000 to Fabian Mayorga for his enhancement award;
- iii. \$31,189 to Simpluris, Inc. for Settlement Administration Costs; and
- iv. \$7,500 to the LWDA for PAGA Penalties.

8. 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.

Dated: 8-17-17



THE HONORABLE ANN JONES
JUDGE OF THE SUPERIOR COURT

08232017