

ACKERMANN & TILAJEF, P.C.

Craig J. Ackerman, (SBN 229832)

cja@ackermanntilajef.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

05/10/2022

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

MELMED LAW GROUP, P.C.

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Telephone: (310) 824-3828

Facsimile: (310) 862-6851

Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA, and the Aggrieved Employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ANA MARIA GUERRERO, an individual,
on behalf of the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

ADVANCED VISION SCIENCE, INC., a
California Corporation, and DOES 1 to 50,
inclusive,

Defendant.

Case No. 18CV05341

~~PROPOSED~~ FINAL JUDGMENT

Date: May 6, 2022

Time: 10:00 a.m.

Dept: SB4

Judge: Hon. Donna Geck

1 This matter is before the Court on Plaintiffs’ unopposed Motion for Order Granting Final
2 Approval of Class Action Settlement and for Approval of Attorneys’ Fees and Costs and Class
3 Representatives’ Service Award. The motion, having been fully considered by the Court, is ruled
4 upon as follows:

5 1. On May 6, 2022, the Court entered an Order Granting Motion for Final Approval
6 of the Class Action Settlement (the “Final Approval Order”) between Plaintiff Ana Maria Guerrero
7 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Advanced
8 Vision Science, Inc. (“Defendant”). As set forth in the Court’s Final Approval Order, all settlement
9 Class Members are hereby bound by the Final Approval Order and the terms of the parties’ Joint
10 Stipulation of Class Action Settlement and Release (the “Settlement Agreement”). A copy of the
11 Settlement Agreement is attached as Exhibit 1 to the Declaration of Craig J. Ackermann in Support
12 of the Motion for Preliminary Approval of Class Settlement filed on November 2, 2021.

13 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

14 2. All defined terms herein shall have the same meaning as defined in the Settlement
15 Agreement, which is incorporated herein by reference in its entirety.

16 3. The “Class” or “Class Members” refers to all current and former California non-
17 exempt hourly-paid employees who are or were employed by Defendant in the State of California,
18 from October 30, 2014, through July 30, 2021 (the “Class Period”). The final class contained 132
19 Class Members. (TD Decl. ¶ 5).

20 4. Defendants shall fund the settlement in the gross amount of **\$240,000.00** (plus any
21 applicable employer-side payroll taxes) in accordance with the terms of the Settlement Agreement
22 and the allocations set forth in the Final Approval Order.

23 5. Consistent with the Settlement Agreement, as of the date Defendant fully funds the
24 Gross Settlement Amount, all Class Members shall release Defendant Advanced Vision Science,
25 Inc., its parents, subsidiaries, affiliated entities, past or present officers, directors, employees,
26 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
27 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,
28 parents and attorneys, if any, and any entities that may be considered joint employers from all

1 claims, rights, demands, liabilities, and causes of action, arising from the same set of operative
2 facts as those set forth in Plaintiff's LWDA letter and/or Plaintiff's Class and Representative
3 Action Complaint, arising during the Class Period, including claims for Defendant's alleged
4 violation of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2,
5 1197, 1199, as well as Sections 3, 7, 11 and 12 of IWC Wage Order No. 1, and section 17200 et
6 Seq. of the California Business and Professions Code, based on the foregoing, as well as any civil
7 penalty claims predicated on the claims alleged in Plaintiff's LWDA letter and/or Complaint under
8 PAGA, Labor Code 2699 et seq., including all underlying Labor Code violations alleged or that
9 reasonably could have been alleged based on the facts and legal theories contained in the operative
10 Complaint and the LWDA letter. (*See* PAM § IV. C). The Released claims do not include any
11 claims for workers compensation insurance, unemployment insurance, or disability insurance
12 benefits of any nature, nor does it release any claims, actions, or causes of action which may be
13 possessed by Settlement Class Members (excepting the Class Representative) under state or
14 federal discrimination statutes, including, without limitation, the Cal. Fair Employment and
15 Housing Act, Cal. Government Code § 12940, et seq.; the Unruh Civil Rights Act, the Cal. Civil
16 Code § 51, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the
17 Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement
18 Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Fair Credit Reporting Act,
19 the Investigative Consumer Reporting Agencies Act (ICRAA), and/or the Consumer Credit
20 Reporting Agencies Act (CCRAA).

21 6. The Court retains continuing jurisdiction over the Action and the Settlement,
22 including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a)
23 enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c)
24 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

25 7. This Final Judgment is intended to be a final disposition of the above captioned
26 action in its entirety, and is intended to be immediately appealable. This Judgment resolves and
27 extinguished all claims released by the Settlement Agreement, against Defendant. Nothing in this
28 Final Judgment is or may be deemed to be an admission by Defendant, nor is the Judgment a

1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither the
2 Judgment, Order, the Settlement Agreement, nor any document referred to therein, nor any action
3 taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission
4 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.
5

6 **FINAL JUDGMENT IS HEREBY ENTERED.**

7
8
9 DATED: 05/09/2022



HON. DONNA GECK
SANTA BARBARA SUPERIOR COURT