

1 Bruce Kokozyan, Esq. (SBN 195723)
2 Alex DiBona, Esq. (SBN 265744)
3 **KOKOZIAN LAW FIRM, APC**
4 10940 Wilshire Blvd, Suite 1200
5 Los Angeles, California 90024
6 Telephone (323) 857-5900
7 Fax (310) 275-6301
8 bkokozyan@kokozyanlawfirm.com
9 dibona@kokozyanlawfirm.com

FILED
Superior Court of California
County of Los Angeles
05/12/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: _____ A. Lim Deputy

7 Jesus Mayoral, individually and on behalf of all others
8 similarly situated

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

11 JESUS MAYORAL, an Individual, on behalf
12 of himself and all others similarly situated

13 Plaintiffs,

14 v.

15 FRIENDS OF ANTELOPE VALLEY FAIR,
16 INC., a California corporation; and DOES 1
17 through 100, Inclusive

18 Defendants.

CASE NO. 20STCV07465

[Assigned for all purposes to the Hon. William F.
Highberger- SSC Dept "10"]

CLASS ACTION

[PROPOSED] JUDGMENT

Date: May 12, 2022

Time: 11:00 a.m.

Dept.: SSC-10

Action Filed: February 26, 2020

Trial Date: None Set

26 The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation
27 and Settlement of Class Action and Private Attorneys General Act Claims (the "Stipulation" and
28 "Settlement Agreement") that was filed previously with this Court. On May 12, 2022 this Court

1 conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court
2 and this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
3 Settlement (the “Preliminary Approval Order”) entered herein on January 14, 2022. Due and adequate
4 notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the
5 Court having considered all papers filed and proceedings had herein and otherwise being fully informed
6 in the matter, and good cause appearing on May 12, 2022 this Court granted final approval of the class
7 settlement and entered its Order Granting of Plaintiff’s Motion for Final Approval of Class Action
8 Settlement, thereon (the “Final Approval Order”), therefore:

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

10 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated
11 herein by reference, this Court finds that the applicable requirements of the California Code of Civil
12 Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the
13 Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of
14 the Class for settlement purposes, as set forth in the Preliminary Approval Order.

15 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the
16 parties’ Stipulation, together with the definitions of terms used and contained therein.

17 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all
18 parties to the Class Action, including all members of the Settlement Class.

19 4. Consistent with the definitions in the Settlement, the term Class/ Class Members means the class
20 conditionally certified for settlement purpose only during the applicable Class Period, consisting of all
21 current and former employees of Defendant Friends of the Antelope Valley Fair, Inc. who were
22 employed in California, as non-exempt hourly paid employees during the Class Period of February 26,
23 2016 through May 20, 2021.

24 5. The Released Claims for the Participating Class Members as defined by the Settlement
25 Agreement are covered by and included within the Settlement and this Judgment.

26 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the
27 standards and applicable requirements for final approval of this class action settlement under California
28 law include the provision of California Code of Civil Procedure Section 382.

1 7. The Class Notice given to the Class Members fully and accurately informed the Class Members
2 of all material elements of the proposed Settlement and of their opportunity to object to or comment
3 thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
4 all Class Members; and complied fully with the laws of the State of California, the United States
5 Constitution, due process, and other applicable law. The Class Notice fairly and adequately described
6 the Settlement and provided Class Members adequate instructions and a variety of means to obtain
7 additional information. A full opportunity has been afforded to the Class Members to participate in the
8 Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard.

9 8. The Court hereby approves the Settlement and direct the Parties to effectuate the Settlement
10 according to its terms.

11 9. Upon the Effective Date and upon Defendant fully funding the Settlement, Participating Class
12 Members for the Class Period shall fully and finally release and discharge the Released Parties of all
13 claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature
14 and description, arising from any and all claims which were asserted in the Action or could have been
15 asserted based on the facts alleged in the Action, and arising during the Class Period of this settlement,
16 including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated
17 damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief
18 under California Business & Professions Code §17200, et seq. based on the following categories of
19 allegations as set forth in the operative complaint: (a) all claims for unpaid overtime wages; (b) all
20 claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims for
21 failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due
22 and owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue
23 properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices under
24 California's Business and Professions Code based on the preceding claims; (h) all claims for any and all
25 penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based
26 on the preceding claims and (i) all violations of Labor Code §212. "Released Parties" means and refers
27 to Defendant Friends of the Antelope Valley Fair, Inc. and its successors in interest, past, present, or
28 future parents, subsidiaries and related or affiliated corporations, and their past, present, or future

1 officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies,
2 representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their
3 respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their
4 company-sponsored employee benefit plans, and all of their respective officers, directors, owners,
5 employees, administrators, fiduciaries, trustees, and agents.

6 10. Without affecting the finality of this Judgment in any way, the Court hereby retains continuing
7 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders
8 entered in connection therewith pursuant to Code of Civil Procedure Section 664.6 and rule 3.769(h) of
9 the California Rules of Court.

10 11. The Court hereby finds that the Gross Fund Value of \$150,000 and the means of distributing the
11 Net Fund Value to Participating Class Members are fair, reasonable and adequate. The Claims
12 Administrator will distribute the Net Fund Value to participating class members in accordance to the
13 instruction and timeline set forth in the settlement.

14 12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC as Class counsel.
15 The Court hereby approves attorneys' fees to Class Counsel in the amount of \$49,500 and costs of
16 \$7,581.40 as compensation for all attorney time spent on this matter from inception through and
17 including the final Settlement Fairness Hearing and all other work related to this case and all costs, as
18 these requests are fair and reasonable. The Court finds that the Class Counsel's requested fees attorneys'
19 fees falls within the range of reasonableness and that the results justify the award. Costs to the Claims
20 Administrator CPT in the amount of \$12,000 is hereby approved as fair and reasonable.

21 13. The Court hereby approves a Service Award to the Named Plaintiff in the amount of \$5,000.
22 Named Plaintiff's Service Award is approved based on his contribution to the class, risks incurred,
23 stigma, execution of a general release and all other factors presented to the Court, the Court finds this
24 request fair and reasonable.

25 14. The Court hereby approves a PAGA penalty of \$4,500 with \$3,375 payable to the Labor
26 Workforce Development Agency (LWDA), as this requests is fair and reasonable. The balance of \$1,125
27 payable to Class Members.

28 15. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class

1 as to all the claims released by the Stipulation, and shall constitute res judicata and collateral estoppel
2 with respect to any and all such released claims, except to those who opted out of the settlement. There
3 are two (2) opt outs of the settlement as follows: (1) Marta E. Andrus ; (2) Karen M. Casselman.

4 16. The Court further confirms and finds that nothing contained in the Stipulation, the Preliminary
5 Approval Order, this Judgment, or any other Order entered in this action shall in any way or manner
6 constitute an admission or determination of liability by or against Defendant, or any other Released
7 Parties with respect to any of the claims and causes of action asserted by the Settlement Class or any
8 member thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or
9 any other Released Parties in any court, administrative agency, or other tribunal for any purpose
10 whatsoever, other than to the extent necessary to enforce the provisions of the Stipulation or this Order.
11 This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties
12 of Defendant under the Stipulation and this Final Order and Judgment.

13 17. By operation of the entry of Judgment, as of the Effective Date, the parties and Settlement Class
14 Members are ordered to perform their respective duties and obligations under the Settlement.

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17 IT IS SO ORDERED.

18 Dated: 05/12/2022



W. F. Highberger

19 William F. Highberger / Judge
20 Honorable William F. Highberger
21 Judge of the Superior Court
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PROOF OF SERVICE

Jesus Mayoral v. Friends of Antelope Valley Fair, Inc.

LASC CASE NO. 20STCV07465

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

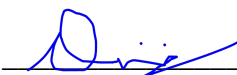
On April 29, 2022, I served true copies of **[PROPOSED] JUDGMENT** on INTERESTED PARTIES as stated on the attached Service List.

[X] BY CASE ANYWHERE: A true and correct copy was electronically served on counsel of record on the attached service list by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED ELECTRONIC SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 29, 2022, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

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Lewis Brisbois Bisgaard & Smith LLP

Nicholas Baltaxe, Esq. (nicholas.baltaxe@lewisbrisbois.com)

Jeffrey Ranen, Esq. (jeffrey.ranen@lewisbrisbois.com)

Brendan Sapien, Esq. (bsapien@lbbslaw.com)

633 West Fifth Street, Suite 4000

Los Angeles, CA 90071

Phone: (213) 250-1800

Fax: (213) 250-7900

Representing: Friends Of Antelope Valley Fair, Inc.