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5 Attorneys for Plaintiffs,
HUGO SOSA, on behalf of himself and
6 all others similarly situated

FILED
Superior Court of California
County of Los Angeles
01/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

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11 HUGO SOSA, on behalf of himself and
all others similarly situated,

12
13 Plaintiffs,

14 v.

15 JETSTREAM GROUND SERVICES, INC., a)
16 Florida corporation; and DOES 1 through 100,)
Inclusive)

17
18 Defendants.
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CASE NO.: 19STCV05250

[Assigned for all purposes to the Hon. Maren
E. Nelson - Dept. "17"]

~~PROPOSED~~ JUDGMENT

DATE: December 13, 2021
TIME: 9:00 a.m.
DEPT.: 17

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1 **JUDGMENT**

2 Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement
3 entered on December 13, 2021 ("Order Granting Final Approval"), a copy of which is attached
4 hereto as Exhibit "A", it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:
5

6 1. Judgment in this matter is entered in accordance with the Order Granting Final
7 Approval and the parties' Revised Joint Stipulation for Class Action Settlement ("Settlement
8 Agreement"). Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement.
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11 2. Consistent with the definitions provided in the Settlement Agreement, the
12 settlement class or Class Members consists of: Plaintiff and all current and former hourly non-
13 exempt employees of Defendant within California at any time during the period of February 15,
14 2015 to February 14, 2020.
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16 3. Consistent with the definitions provided in the Settlement Agreement, the
17 aggrieved employees or PAGA Group Members consist of: Plaintiff and all current and former
18 hourly non-exempt employees of Defendant within California at any time during the period of
19 February 15, 2018 to February 14, 2020.
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21 4. Upon the date the Court enters an order granting final approval of the Settlement
22 and Defendant funding of the Gross Settlement Amount, all Class Members who did not timely
23 submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever
24 released, settled, compromised, relinquished and discharged Defendant and any of Defendant's
25 former and present parents, subsidiaries and affiliated companies and entities, franchisors and
26 franchisees, and its current, former and future owners, officers, shareholders, directors, members,
27 managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries,
28 shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors,

1 assigns, or legal representatives and any individual or entity who or which could be jointly liable
2 with Defendant and all persons or entities acting by, through, under or in concert with any of them
3 (“Released Parties”) from California wage and hour claims, rights, demands, liabilities, penalties,
4 interest, and causes of action, arising from or related to the claims pled in Plaintiff’s operative
5 complaint (“Complaint”) or that could have been pled in the Complaint based on the factual
6 allegations pled in the Complaint, including all claims for: failure to pay overtime wages; failure to
7 pay minimum wages; failure to provide compliant meal periods or premium pay in lieu thereof;
8 failure to provide compliant rest breaks or premium pay in lieu thereof; failure to pay all wages
9 owed upon separation of employment; failure to issue accurate itemized wage statements; failure
10 to issue paychecks that were negotiable and payable on demand, without discount, under the
11 California Labor Code, or applicable wage order(s); unfair competition claims under California
12 Business & Professional Code § 17200, et seq. based on the labor code violations alleged in the
13 Complaint; and any penalties, restitution, disgorgement, interest or attorneys’ fees and costs.

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15 5. Released PAGA Claims means any and all claims for civil penalties under PAGA
16 based on the Labor Code violations alleged and that are based upon or arise from the factual
17 allegations in Plaintiff’s notice(s) set to the LWDA and alleged in the operative Complaint,
18 including attorneys’ fees and costs related thereto, that arose during the PAGA Period, regardless
19 of whether PAGA Group Members opt out from the Settlement Agreement.

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21 6. Two Class Members submitted a timely and valid Request for Exclusion: (i)
22 Barbara Gomez; and (ii) Oyan Brown.

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7. Consistent with the terms of the Settlement Agreement, Defendant shall pay \$475,000.00 (“Gross Settlement Amount”) within the time period set forth in the Settlement Agreement. From the Gross Settlement Amount, the Claims Administrator shall distribute the funds as follows:

- (a) Class Counsel, The Nourmand Law Firm, APC, \$158,333.31 in attorneys' fees' and \$18,505.95 in litigation costs;
- (b) Class Representative, Hugo Sosa, \$5,000 as Class Representative Enhancement Payment;
- (c) CPT Group, Inc. \$9,000.00 for settlement administration costs; and
- (d) \$7,500.00 to the LWDA for its share of the PAGA penalties.

8. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for purposes of enforcing the terms of the Judgment entered herein.

9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

10. Pursuant to California Rules of Court, Rule 3.771(b), CPT Group, Inc. is ordered to post on its website a copy of this Judgment for a period of thirty days from the date the Court signs the Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 01/14/2022

Maren E. Nelson

 HONORABLE MAREN E. NELSON
 LOS ANGELES COUNTY SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On December 17, 2021, I served the following document(s) described as:

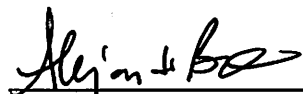
6 **[PROPOSED] JUDGMENT**

7 on the interested parties in this action as follows:

8 Roger M. Mansukhani, Esq.
9 Joshua B. Wagner, Esq.
10 Andrew S. Wellman, Esq.
11 GORDON REES SCULLY MANSUKHANI, LLP
12 633 West Fifth Street, 52nd Floor
13 Los Angeles, California 90071

14 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
15 true and correct copy of the above listed document(s) to be served by electronic transmission to the
16 parties and/or counsel who are registered above and set forth in said service list.

17 I declare under penalty of perjury under the laws of the State of California that the above is
18 true and correct and that this Proof of Service was executed on December 17, 2021, at Beverly
19 Hills, California.

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Alejandra Beltran