

FILED

KERN COUNTY SUPERIOR COURT
06/15/2022

BY Villalon, Maribel
DEPUTY

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
3 Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
4 Roxanna Tabatabaepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs Lilly Maxwell and Maria Villanueva

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF KERN

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LILLY MAXWELL and MARIA
VILLANUEVA individually, and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

vs.

APOYO FINANCIERO, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-20-102712

Assigned to the Hon. J. Eric Bradshaw

~~PROPOSED~~ JUDGMENT

Date: June 14, 2022
Time: 8:30 a.m.
Place: Department J

1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement
3 and Motion for Attorneys’ Fees, Costs and Expenses, and Class Representative Enhancement Payments
4 (“Order”), it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

5 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
6 findings of, the Court’s Order and the Joint Stipulation of Class Action Settlement and Release
7 (“Settlement Agreement”). Unless otherwise provided herein, all capitalized terms used herein shall have
8 the same meaning as defined in the Settlement Agreement.

9 2. As provided by the Order, all Participating Class Members are barred from pursuing, or
10 seeking to reopen, any of the Released Class Claims, as defined by the Settlement Agreement.

11 Consistent with the definitions provided in the Settlement Agreement, the Settlement Class consists of:

12 All persons who worked for Defendant in the State of California as an hourly paid or non-exempt
13 employee at any time during the period from November 18, 2016 to February 15, 2022.

14 3. All Participating Class Members have released and forever discharged the Released
15 Parties for any and all Released Class Claims:

16 Any and all claims asserted in the operative class complaint and the letter on file
17 with the LWDA, all claims that could reasonably have been asserted in the
18 operative complaint and LWDA notice, and claims arising out of the same
19 operative facts, including state wage and hour claims for violations of
20 California’s Labor Code and Unfair Competition Law based on Defendant’s
21 failure to pay all wages due (including minimum wages, straight time wages, and
22 overtime wages), failure to provide compliant meal periods, failure to authorize
23 and permit compliant rest periods, failure to provide accurate and itemized wages
statements, failure to timely pay all wages due at the time of termination, failure
to reimburse employees for all business-related expenses, and violations of
Business and Professions Code section 17200 based on the alleged Labor Code
violations, and all damages, interest, penalties, attorneys’ fees, costs, and other
amounts recoverable under said causes of action under California law, to the
extent permissible.

24 4. Additionally, all PAGA Members and the LWDA have released and forever discharged
25 the Released Parties for any and all Released PAGA Claims: All claims asserted through California
26 Labor Code §§ 2698, *et seq.*, that arise out of or are related to the Released Class Claims during the
27 PAGA Period.

28 5. Without affecting the finality of the Judgment, the Court shall retain exclusive and

1 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for
2 purposes of enforcing the terms of the Judgment entered herein.

3 6. This document shall constitute a judgment (and separate document constituting said
4 judgment) for purposes of California Rules of Court, Rule 3.769(h).

5

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

BCV-20-102712

7 Dated: Signed: 6/15/2022 08:08 AM _____



8 Hon. J. Eric Bradshaw
9 Kern County Superior Court Judge

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28