

FILED
Superior Court of California
County of Los Angeles

MAR 05 2021

Cherri R. Carter, Executive Officer/Clerk of Court
By Andrew Lin Deputy

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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 **TRACY GRANBERRY**, individually and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 **AZUSA PACIFIC UNIVERSITY**, a California
15 Non-Profit Corporation,

16 Defendant.

Case No.: 19STCV28949

[PROPOSED] JUDGEMENT

17 **RECEIVED**

18 **MAR 03 2021**

19 **FILING WINDOW**

20 **[PROPOSED] JUDGMENT**
21 **CASE NO. 19STCV28949**

03112021

1 Judgment in this matter is entered in accordance with, and incorporates by reference the findings
2 of, the Court's Order Granting Final Approval of Class Action Settlement.

3 1. The Court has approved the Class Settlement in the amount of \$1,112,100, including
4 \$35,000 as the PAGA Payment, and settlement administration fees not to exceed \$27,000.

5 2. The Court has granted Class Counsel's request for attorneys' fees and costs in the amount
6 of \$370,700, costs in the amount of \$13,684.69; and an incentive award for the named Plaintiff in the
7 amount of \$7,500;

8 3. Accordingly, named Plaintiff and the Settlement Class Members hereby release Released
9 Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
10 expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known
11 or unknown, contingent or accrued, under any legal theory under state law for any alleged failure to pay
12 all business expense reimbursements, wages due (including minimum wage and overtime wages), failure
13 to pay for all hours worked (including off-the clock), failure to provide meal and authorize and permit rest
14 periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure
15 to timely pay wages and final wages and waiting time penalties, failure to furnish accurate wage statements
16 including claims derivative and/or related to these claims, liquidated damages, and conversion of wages,
17 up to and including the date of preliminary approval by the Court. The Release includes, claims that were
18 raised, or that reasonably could have been raised based on the facts and allegations in the Complaint. The
19 Release includes all claims and theories arising under the applicable regulations, Labor Code section 2802,
20 Wage Orders and Labor Code, state wage and hour law, as well as claims under Business and Professions
21 Code section 17200 et seq., and/or Labor Code section 2698 et seq. based on violations of the above Labor
22 Code provisions ("Released Claims"). This release applies to all claims arising at any point during the
23 Class Period.

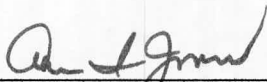
24 4. In addition to the Released Claims, Plaintiff shall be bound by a compete and general
25 release of all claims under any and all applicable federal and state laws and/or regulations as to Released
26 Parties, and shall also be bound by a California Civil Code section 1542 release and waiver of all claims
27 known and unknown, without exception, except as may be prohibited by law, such as claims for workers'
28 compensation benefits. California Civil Code section 1542 reads as follows: "A general release does not
extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
the time of executing the release and that, if known by him or her, would have materially affected his or
her settlement with the debtor or released party."

1 5. Class Members who properly and timely opt out from the Class Settlement are not
2 bound by the Judgment. Those Class Members are: Karla Hays, Linda Byrd, Jini Cockroft, Rebecca
3 Holmes, Lisa Lindsey Rehfeld, Elizabeth Smart, Rosemarie Santiago, David Hermon, Christine
4 Phongdara, Steven Jung, Christina Burden, Kenneth Cairns, Nancy Shelton, Danielle Lascano, Elizabeth
5 Eastman, Brian Croissant, Diane Wilson, and Christopher Green.

6 6. Without affecting the finality of the Judgment, the Court shall retain exclusive and
7 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for
8 purposes of enforcing the terms of the Judgment. The Clerk is further directed to close this case.

9 **IT IS SO ORDERED.**

10 Dated: 3-5-21

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13 _____
14 HON. ANN I. JONES
15 SUPERIOR COURT JUDGE

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