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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES**

20 MARIA ENRIQUEZ, individually and on  
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 DARBUN ENTERPRISES, INCORPORATED,  
25 A CALIFORNIA CORPORATION, DBA ALL  
26 SAINTS HEALTHCARE,

27 Defendants.

28 **CASE NO. BC549699**  
**[Class Action]**

**[PROPOSED]**

**AMENDED FINAL JUDGMENT**

Date: June 17, 2022  
Time: 4:00 p.m.  
Dept.: 14  
Judge: Hon. Kenneth Freeman

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1           1.       The Motion for Final Approval of the Settlement (the “Final Approval Motion”) was  
2 heard on August 8, 2017. The Final Approval Motion was unopposed by Defendant. In connection  
3 with the Non-Appearance Case Review Hearing set for June 17, 2022, this Amended Final Judgment  
4 was filed. The Court hereby enters final judgment in the Action in accordance with the Settlement  
5 Agreement (collectively, “Settlement Agreement”), and in accordance with the Court’s Order  
6 Granting Final Approval of Class Action Settlement (“Final Approval Order”).

7           2.       As set forth in the Court’s Final Approval Order, 705 Participating Class Members are  
8 hereby bound by the Final Approval Order and the terms of the Settlement Agreement, as only four  
9 of the 709 original Class Members submitted timely requests to exclude themselves from the  
10 Settlement. The four individuals who timely elected to exclude themselves from the Settlement are:  
11 Nilda Villafuerte, Roberto Valle, Gabriela Barreiro, and Jun Lindo.

12           3.       In accordance with Section III(F) of the Settlement Agreement, all Participating Class  
13 Members (i.e., all Class Members except for the four individuals who submitted a timely request to  
14 exclude themselves from the Settlement, i.e., Nilda Villafuerte, Roberto Valle, Gabriela Barreiro, and  
15 Jun Lindo), fully release any and all claims, rights, demands, liabilities and causes of action against  
16 Defendant, and any of its or their present and former parents, subsidiaries and affiliated companies or  
17 entities, and their respective officers, directors, employees, partners, shareholders and agents, and any  
18 other successors, assigns, and legal representatives (the “Released Parties”), arising at any time during  
19 the period from June 25, 2010 to August 2, 2016, that are asserted in the Action or that arise in any  
20 way from the facts set forth in this Action that Class Members did not receive timely meal and rest  
21 breaks; did not receive overtime pay for hours worked over weight per day; did not receive accurate  
22 or complete itemized wage statements; or any other related allegation, including claims for unfair  
23 competition and claims for penalties (including civil penalties under PAGA), interest, and attorneys’  
24 fees, whether founded on state, local, or federal law. The released claims include but are not limited  
25 to all wage-and-hour claims arising out of the facts alleged in the Complaint in the Action brought  
26 under California Labor Code §§201, 202, 203, 226, 226.3, 226.7, 510, 512, and 2698-2699, any  
27 applicable California Industrial Welfare Commission Wage Order, and claims under Section 17200-  
28 17208 of the California Business and Professions Code and any other similar federal, state or

1 municipal law (hereinafter the “Released Claims”).

2 4. Defendant finished funding the settlement on October 28, 2021, in accordance with the  
3 terms of the Settlement Agreement and the allocations set forth in the Final Approval Order.

4 5. The Gross Settlement was properly distributed as set forth in and in accordance with  
5 the Settlement Agreement and as calculated by the Settlement Administrator.

6 6. The Settlement Administrator reports that there were 268 uncashed checks totaling  
7 \$21,247.52. The Settlement Administrator will the funds associated with the uncashed checks to the  
8 California Office of the Controller Unclaimed Property Fund, thereby exhausting the Net Settlement  
9 Amount.

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

14 8. This Amended Final Judgment is intended to be final disposition of the above  
15 captioned action in its entirety and is intended to be immediately appealable. This Amended Judgment  
16 resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

17 9. A copy of this final Judgment shall be posted on the settlement administrator’s website  
18 immediately and shall remain posted there for at least 65 days.

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



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman".

20  
21 Dated: 06/27/2022

22 Kenneth R. Freeman / Judge  
23 **HONORABLE KENNETH FREEMAN**  
24 **JUDGE OF THE LOS ANGELES SUPERIOR COURT**