

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
JUN 06 2022

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JOSE DAMIAN CASTILLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON OVERSEAS, INC., a California Corporation;
and DOES 1 through 10, inclusive,

Defendants.

EZEQUIEL HERRERA, individually, and on behalf of
other members of the general public similarly situated,

Plaintiff,

vs.

GIBSON OVERSEAS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVDS2022537 [Castillo]
Case No.: CIVSB2024673 [Herrera]

[Assigned to the Hon. Judge David Cohn,
Dept. S26, for all purposes]

CLASS ACTION

**~~PROPOSED~~ JUDGMENT
FOLLOWING ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 6, 2022
Time: 10:00 a.m.
Courtroom: S26
Judge: David S. Cohn

Castillo Action Filed: October 13, 2020
Herrera Action Filed: November 2, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Jose Damian Castillo and Ezequiel Herrera ("Plaintiffs") and Defendant Gibson
3 Overseas, Inc. ("Defendant") have reached terms of settlement for a putative class action.

4 On or about June 6, 2022, the Court issued an Order granting Plaintiffs' motion for final approval
5 of a proposed class action settlement of the claims asserted against Defendant in this action ("Final
6 Approval Order"). The settlement is memorialized in the JOINT STIPULATION OF CLASS ACTION
7 AND PAGA ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff's
8 Motion for Final Approval of Class Action Settlement ["Leviant Decl."], at Exh. 1). The JOINT
9 STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT is referred to herein as
10 the or "Settlement."

11 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiffs, all Settlement Class Members, and all PAGA Employees shall take
18 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 The Class Members are:

20 All persons who worked for any Defendant in California as an hourly paid, non-
21 exempt employee during the Class Period (the "Class Period" is October 13, 2016
through January 19, 2022). (Settlement, ¶¶ 3-4.)

22 No Settlement Class Members timely requested exclusion from the Class. All Class Members are
23 Settlement Class Members.

24 The Court also defines the following "PAGA Employees" impacted by the proposed settlement
25 of PAGA claims:

26 All Class Members that worked at any time during the PAGA Period (the
27 "PAGA Period" means the period between October, 2019 through January 19, 2022).
(Settlement, ¶¶ 9-19.)

28 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as

1 follows:

2 Upon the final approval by the Court of this Settlement and Defendant's payment of all
3 sums due pursuant to this Settlement, and except as to such rights or claims as may be
4 created by this Settlement, the Class Representatives, the Class and each Class Member
who has not submitted a valid and timely request for exclusion as to claims other than
the PAGA claim, will release claims as follows:

5 (a) Identity of Released Parties. The released parties are Defendant, and each of
6 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
7 subsidiaries, brother and sister corporations, divisions, related companies, successors
and predecessors, and current and former employees, attorneys, officers, directors,
8 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
executors, partners, privies, agents, servants, insurers, representatives, administrators,
employee benefit plans, and assigns of said entities (collectively "Releasees").

9 (b) Date Release Becomes Effective. The Released Claims will be released upon
10 the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
11 obligation to provide to the Settlement Administrator a sum in the amount required to
12 satisfy all required payments and distributions pursuant to this Settlement and the Order
and Judgment of final approval. Class Members will not release the Released Claims
until both the Effective Date of the Settlement has occurred, and Defendant has paid all
amounts owing under the Settlement.

13 (c) Claims Released by Settlement Class Members. Each and every Class Member,
14 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
15 submitted a timely and valid Requests for Exclusion (which will not effectuate an opt-
out from the release of Released PAGA Claim), hereby releases Releasees from the
following claims for the entire Class Period:

16 1) any and all claims stated in the Action, or that could have been stated based on
17 the facts alleged in the Action, implicitly or explicitly, including but not limited to state
18 wage and hour claims (including all claims under the California Labor Code) including
19 the following claims: (i) failure to pay all regular wages, minimum wages and overtime
20 wages due, including at the correct rate of pay; (ii) failure to provide meal periods or
21 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu
22 thereof; (iv) failure to reimburse business expenses; (v) failure to provide complete and
23 accurate wage statements; (vi) failure to pay wages timely at time of termination or
24 resignation; (vii) failure to provide timely pay wages during employment (including a
25 claim under the federal Fair Labor Standards Act, the Industrial Welfare Commission
26 Wage Orders, and common law including conversion); (viii) failure to provide one
27 day's rest in seven, (ix) unfair or unlawful business practices that could have been
28 premised on the claims, causes of action or legal theories of relief described above or
any of the claims, causes of action or legal theories of relief pleaded in the operative
complaint; and (x) all claims under the California Labor Code Private Attorneys
General Act of 2004 or for civil penalties that could have been premised on the claims,
causes of action or legal theories described above or any of the claims, causes of action
or legal theories of relief pleaded in the operative complaint including but not limited to
Labor Code sections 210, 226.3, 227.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802
and 2699 (the "Released Claims").

2) as to any Class Member who cashes their Settlement Payment check, the
signing and negotiation of that check shall serve as the Class Member's consent to join
the action for purposes of releasing claims arising under the Fair Labor Standards Act
that are related to the claims stated in the Action, implicitly or explicitly; and,

1 3) in addition, as to all PAGA Employees, whether requesting exclusion from the
2 Settlement or not, will release the Released PAGA Claims ("Released PAGA Claims"
3 means claims arising under PAGA, to the extent relating to, arising from, alleged or
4 reasonably could have been asserted either in (a) Plaintiff Castillo's and Herrera's
5 administrative exhaustion letters submitted to the LWDA; or (b) the SECOND
6 AMENDED CONSOLIDATED CLASS ACTION AND REPRESENTATIVE
7 ACTION COMPLAINT in this Action).


8 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
9 Approval Order, according to the deadlines specified in the Settlement.

10 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
11 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,
12 Settlement Class Members, and Defendant, for the purposes of:

- 13 (a) supervising the implementation, enforcement, construction, and interpretation of the
14 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
15 and the Judgment; and
16 (b) supervising distribution of amounts paid under this Settlement.

17 **IT IS SO ORDERED.**

18 Dated: 6/6/27

19 
20 Hon. David Cohn
21 SAN BERNARDINO COUNTY SUPERIOR COURT
22 JUDGE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **May 4, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature