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FILED
Superior Court of California
County of Los Angeles

OCT 04 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By [Signature], Deputy
Lori M'Greene

RECEIVED
LOS ANGELES SUPERIOR COURT
SEP 11 2019
R. NAZARYAN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

HECTOR SALGADO, an individual and on
behalf of all others similarly-situated.

Plaintiff,

v.

U GYM, LLC, a Limited Liability Company, and
DOES 1 to 100 inclusive,

Defendants.

CASE NO.: BC618724

[Assigned for all purposes to the
Hon. Carolyn Kuhl, Dept. 012]

CLASS ACTION

[PROPOSED] JUDGMENT

[Filed concurrently with Notice of
Motion; Motion for Final Approval of
Class Settlement; Declaration of
Donald Potter; Declaration of Class
Administrator Sofia Munoz; and
[proposed] Order]

Date: October 4, 2019
Time: 10:30 a.m.
Dept: 012

Complaint filed: May 2, 2016
Trial date: TBD

10/07/2019

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TO ALL INTERESTED PARTIES:

The Court, having considered the motion and papers filed in support of the final approval of class settlement between Plaintiffs Hector Salgado ("Salgado"), Andrew Malek-Zadeh ("Malek-Zadeh"), and Phillip Brown ("Brown"), individually and on behalf of the putative class (collectively "Plaintiffs") and Defendants U Gym, LLC ("U Gym"), and DOES 1 to 100 inclusive (collectively "Defendant"), **IT IS ORDERED, ADJUDGED, AND DECREED** as follows:

1. This litigation is approved as a settlement class action.
2. The "First Amended Class Settlement Agreement" (hereafter referred to as the "Settlement Agreement") between Plaintiffs and Defendants (collectively "the Parties") that is attached as Exhibit 1 to the Parties' "Joint Stipulation for Amended Preliminary Approval to Change Handling of Uncashed Checks; [Proposed] First Amended Order Granting Preliminary Approval of Class Action Settlement" filed with the Court on or about May 24, 2019 is the operative settlement agreement that received final court approval.
3. The settlement class shall consist, and be defined as, the sixty-nine (69) current and former employees of Defendant Service King employees that were identified by Defendant to the Class Administrator CPT Group and that fell within the class definition set forth of Section II.T of the Settlement Agreement which states:

"Settlement Class" refers to all current and former employees of Defendant who worked in the State of California during the Class Period who are identified by Defendant on a class list, that fall within one or more of the following categories (referred to as "Class Members") but excluding the Individual Release Putative Class Members who have already entered into a settlement agreement with Defendant releasing the claims and damages at-issue in the Litigation:

- (1) THE CALIFORNIA UNPAID OVERTIME CLASS. All persons who (a) worked in excess of eight (8) hours per work day, and for those worked in excess of forty (40) hours per work week, as required under California law including, but not limited to, WAGE ORDER 2, § 3 and California Labor Code §§ 1194,

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1198; (b) who were eligible, and earned, commission, piece rate pay, and/or incentive pay (including performance bonus pay) during any workweek that they worked for Defendant in excess of eight (8) hours per workday and/or in excess of forty (40) hours per workweek; and (c) whose regular rate of pay did not include earned commission, piece rate pay, and/or incentive pay for the purposes of calculating overtime wages.

(2) THE CALIFORNIA WAGE STATEMENT CLASS. All persons within the THE CALIFORNINA UNPAID OVERTIME CLASS (identified in Section T(1) in this Agreement) that did not receive an itemized wage statement that contained all the items required by California Labor Code §226(a) including, but not limited to, the correct applicable pay rates, gross wages earned, and net wages earned.

(3) THE CALIFORNIA WAITING TIME PENALTIES CLASS. All persons who are members of the THE CALIFORNIA UNPAID OVERTIME CLASS (identified in Section T(1) in this Agreement) whose employment with Defendant terminated at any time during the Class Period.”

4. The LWDA is to be paid **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)** from the common fund payable according to the terms of the Settlement Agreement.

5. Plaintiff Salgado, Malek-Zadeh, and Brown are each appointed as class representatives and are to be paid enhancement awards of **THREE THOUSAND, NINE DOLLARS AND EIGHT-THREE CENTS (\$3,009.83)** each for their services from the common fund payable according to the terms of the Settlement Agreement.

6. CPT Group is appointed as the Settlement Administrator (the “Settlement Administrator”) and is to be paid **EIGHT THOUSAND DOLLARS (\$8,000.00)** from the common fund for its services, payable according to the terms of the Settlement Agreement.

7. Donald Potter of the Law Office of Donald Potter is appointed as Settlement Class Counsel and is to be paid **NINETY THOUSAND, NINE HUNDRED, TWENTY-FOUR DOLLARS AND NINETY CENTS (\$90,924.90)** in attorney’s fees and **ELEVEN**

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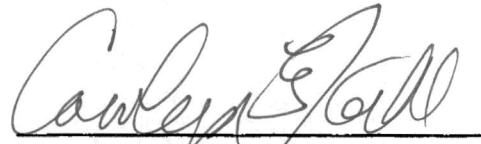
THOUSAND DOLLARS (\$11,000.0) in litigation costs from the common fund payable according to the terms of the Settlement Agreement.

8. The Los Angeles Superior Court and the Hon. Carolyn Kuhl retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

9. Pursuant to California Rules of Court 3.771(b), the parties will provide notice of entry of judgment to the class via the class action administrator administrator's website

DATE: Oct. 7, 2019

JUDGE OF THE SUPERIOR COURT



HON. CAROLYN KUHL

18/07/2019

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the instant action. My business address is: LAW OFFICE OF DONALD POTTER, 690 East Green Street, Suite 102, Pasadena, California 91101.

On September 10, 2019, I served the following document(s) described as:

[PROPOSED] JUDGMENT

on the interested parties in this action, by placing a true copy thereof in a sealed envelope addressed as follows:

Jon C. Yonemitsu, Esq.
Stacey M. Cooper, Esq.
Stephanie Halford, Esq.
GORDON & REES LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071

Attorneys for Defendant

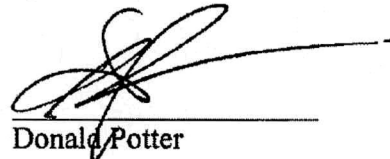
 X (BY CASE ANYWHERE) Pursuant to the Court's Order Authorizing Electronic Service, I caused each such document to be served electronically by Case Anywhere on all parties registered for service in this case.

 (BY PERSONAL SERVICE) I caused such envelope(s) to be delivered by hand to the above addressee(s).

 (BY OVERNIGHT MAIL) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons above. I placed the envelope or package for collection and overnight delivery at an office with the overnight delivery carrier.

 (BY MAIL) and personally placing such envelope with postage fully prepaid for collection and mailing on the above-referenced date following the ordinary practices of this office. I am readily familiar with our office's practice for collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence, including said envelope, will be deposited with the United States Postal Service at Pasadena, CA on the above referenced date.

I declare, under penalty of perjury that the foregoing is true and correct under the laws of the State of California. Executed September 10, 2019 at Pasadena, California.


Donald Potter

LAW OFFICE OF DONALD POTTER
690 East Green Street, Suite 102
Pasadena, California 91101

6102/10/01