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Superior Court of California
County of Los Angeles

OCT 17 2018

Sherri R. Carter, Executive Officer/Clerk
By: **V. Jaime, Deputy**

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LOS ANGELES SUPERIOR COURT
JUL 23 2018
B. SMITH

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

EDWARD PEREZ; GIOVANNY SAUCEDO;
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiffs,

vs.

CENTINELA FEED, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BC575341

Honorable Ann I. Jones
Department SSC11

CLASS ACTION

[PROPOSED] JUDGMENT

Complaint Filed: March 12, 2015
FAC Filed: June 24, 2015
SAC Filed: May 9, 2017
Trial Date: None Set

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1 The parties having settled the above-captioned action (“Action”) and the Court having
2 entered a Final Approval Order and good cause appearing, **IT IS HEREBY ORDERED,**
3 **ADJUDICATED, AND DECREED THAT:**

4 1. Except as set forth in the Joint Stipulation of Settlement of Class Action,
5 Amendment No. 1 to Joint Stipulation of Settlement of Class Action, Amendment No. 2 to Joint
6 Stipulation of Settlement of Class Action, and Amendment No. 3 to Joint Stipulation of
7 Settlement of Class Action (“Amendment No. 3”) (together, “Settlement,” “Agreement,” or
8 “Settlement Agreement”) and Final Approval Order, Class Representatives Edward Perez and
9 Giovanni Saucedo, and all Participating Class Members, shall take nothing by their Second
10 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys
11 General Act, California Labor Code § 2698, Et Seq. (“Complaint”) in this Action.

12 2. Each party shall bear its own attorneys’ fees and costs, except as otherwise
13 provided in the Settlement Agreement and Final Approval Order.

14 3. Each Participating Class Member has released the Released Claims during the
15 period from March 12, 2011 through April 5, 2018 against the Released Parties. All
16 Participating Class Members shall be permanently enjoined and forever barred from asserting
17 any of the Released Claims from March 12, 2011 through April 5, 2018 against the Released
18 Parties, according to the terms of the Settlement.

19 4. As used in paragraphs 1 and 3, the quoted terms have the meanings set forth
20 below:

21 (a) “Participating Class Member(s)” means any person employed by Defendant
22 Centinela Feed, Inc. in a non-exempt position in the State of California at any
23 time from March 12, 2011 through April 5, 2018, and who does not submit a
24 timely and valid request for exclusion from the Settlement.

25 (b) “Released Claims” means all of the claims described in Paragraph A of
26 Amendment No. 3, as follows:

27 ///

28 ///

1 Any and all claims, demands, rights, liabilities, and/or causes of action of
2 any nature and description whatsoever, known or unknown, in law or in
3 equity, under any state or federal law, asserted or that could have been
4 asserted against Defendant Centinela Feed Inc. (as defined herein), based
5 on the factual allegations that were alleged in the Complaint, with respect
6 to the Class Period, including but not limited to allegations that Centinela
7 Feed: (1) failed to provide meal or rest periods; (2) failed to pay minimum
8 wage or overtime; (3) failed to pay for all hours worked; (4) failed to
9 provide accurate itemized wage statements; (5) violated, or is liable under,
10 the California Labor Code, including, but not limited to, §§ 201-204, 210,
11 218, 218.5, 218.6, 226, 226.3, 226.7, 510-512, 551, 552, 558, 1174, 1194,
12 1194.2, 1197, 1197.1, 1198, 2800, 2802; (6) violated California Business
13 and Professions Code §17200, et seq.; (7) violated California Code of
14 Civil Procedure §§ 1021.5, 1032 and California Civil Code §§ 3287, 3289;
15 (8) violated the California Wage Orders or regulations of the California
16 Industrial Welfare Commission; and/or (9) violated the California Private
17 Attorney General Act (Cal. Labor. Code §§ 2698, et seq.)

18 (c) "Released Parties" means:


19 Defendant Centinela Feed, Inc. and its present and former parent
20 companies, subsidiaries, successors, predecessors, joint ventures, and each
21 of their respective present and former officers, directors, stockholders,
22 employees, insurers, co-insurers, re-insurers, auditors, consultants, pension
23 and welfare benefit plans, plan fiduciaries, administrators, trustees, general
24 and limited partners, predecessors, successors and assigns.

25 5. After entry of this Judgment, pursuant to California Rules of Court, Rule
26 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
27 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
28 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
distribution of settlement benefits.

6. Notice of entry of this Judgment shall be given to the Class Members by posting a
copy of the Judgment on the Settlement Administrator's website for this Settlement, for a period
of at least sixty (60) calendar days after the date of entry of this Judgment. No individualized
notice shall be required to be provided to the Class.

7. Class Member, Sharon Smith, has timely and validly opted out of the Settlement
and will not be bound by this Judgment.

Dated: Oct. 17, 2018


LISA HART COLE
JUDGE
~~HONORABLE ANN I. JONES~~
JUDGE OF THE SUPERIOR COURT