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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF LOS ANGELES**

17 ARTURO GONZALEZ, individually, and on  
18 behalf of other members of the general public  
19 similarly situated,

20 Plaintiff,

21 vs.

22 HUNT ENTERPRISES, INC., a California  
23 corporation; and DOES 1 through 100, inclusive,

24 Defendants.  
25

**FILED**  
Superior Court of California  
County of Los Angeles  
10/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           A. Morales           Deputy

Case No.: 22STCV15057

*Assigned for all purposes to the Honorable  
Lawrence P. Riff, Dept. 7*

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Date: October 31, 2023  
Time: 10:00 a.m.  
Dept.: 7

Complaint Filed: May 5, 2022  
FAC Filed: June 26, 2023  
Trial Date: Not Set

1 Plaintiff Arturo Gonzalez’s unopposed Motion for Final Approval of Class Action and  
2 PAGA Settlement (“Motion”) in the above-captioned matter came for hearing on October 31,  
3 2023 before the Honorable Lawrence P. Riff in Department 7 of the above-entitled Court, located  
4 at 312 N. N. Spring Street, Los Angeles, California 90012.

5 On June 28, 2023, the Court entered an Order Granting Preliminary Approval of Class  
6 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving  
7 the settlement of the above-entitled action in accordance with the Amended Class Action and  
8 PAGA Settlement Agreement (hereinafter, “Agreement”, “Settlement”, or “Settlement  
9 Agreement”) which, together with the exhibits thereto, set forth the terms and conditions for  
10 settlement of this Action.

11 Due and adequate notice having been given to all Class Members as required in the  
12 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff’s Motion  
13 and all documents submitted in support thereof, all papers filed and proceedings had herein, and  
14 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY  
15 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

16 1. Pursuant to California law, this Court hereby grants final approval of the  
17 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.  
18 All terms used herein shall have the same meaning as defined in the Agreement.

19 2. This Court has jurisdiction over the subject matter of this Action and over all  
20 Parties to this Action, including all Class Members.

21 3. The Court finds that the requirements of California Code of Civil Procedure  
22 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to  
23 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the  
24 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is  
25 hereby defined to include:

26 All persons employed by Defendant Hunt Enterprises, Inc. in California and  
27 classified as hourly-paid and/or non-exempt employees who worked for Defendant  
28 Hunt Enterprises, Inc. at any time during the period starting on May 5, 2018, and  
ending on May 5, 2023.

1           4.       The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,  
2 LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for  
3 Justice, PC as Class Counsel in the Action.

4           5.       The Court concludes that distribution of the Notice directed to the Class Members  
5 as set forth in the Agreement and the other matters set forth therein has been completed in  
6 conformity with the Preliminary Approval Order, and constituted the best notice practicable under  
7 the circumstances. The Court concludes that the Administrator, Phoenix Settlement  
8 Administrators, took all reasonable and necessary steps to locate and notify each Class Member  
9 of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class  
10 fully and accurately informed the Class of all material elements of the Settlement and their  
11 opportunity to object or comment thereon; was the best notice practicable under the  
12 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with  
13 the laws of the State of California, Federal Rules of Civil Procedure, the United States  
14 Constitution, due process, and other applicable law. The notice fairly and adequately described  
15 the Settlement and provided Class Members adequate instructions and a variety of means to obtain  
16 additional information

17           6.       The Court hereby finds the Agreement was entered into in good faith pursuant to  
18 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set  
19 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,  
20 which are adopted and incorporated herein by reference, the Court further finds that Agreement  
21 Plaintiff has satisfied the standards and applicable requirements for final approval of this class  
22 action settlement under California law, including the provisions of California Code of Civil  
23 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California  
24 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

25           7.       The Court finds that the Settlement is, in all respects, fair, adequate and  
26 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds  
27 that the Settlement was reaching following meaningful informal discovery and investigation by  
28 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-

1 length negotiations between the parties; and that the terms of the Settlement are in all respects  
2 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence  
3 presented, including evidencing regarding the strength of Plaintiff’s claims, Defendant’s potential  
4 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of  
5 maintaining Plaintiff’s claims through class certification, trial, and appeals; the amount offered  
6 in the Settlement and the benefit provided to Class Members; the extent of investigation and  
7 informal discovery completed; the experience and views of Class Counsel; and the absence of  
8 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby  
9 direct that the Settlement be affected in accordance with the Agreement and the terms and  
10 conditions set forth in this Judgment.

11 8. A full opportunity has been afforded to Class Members to participate in this  
12 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines  
13 that all Class Members who did not timely and properly request exclusion from the Settlement  
14 (“Participating Class Members”) are bound by the Settlement and by this Judgment.

15 9. The Court hereby finds that there have been 0 objections to the Agreement. The  
16 deadline for Class Members to submit written objections to the Agreement was October 10, 2023.  
17 The Court also finds that there were 0 objections at the hearing on Final Approval.

18 10. The Court hereby finds that the following 1 Class Member validly requested to be  
19 excluded from the Agreement and is not bound by this Judgment: Pamela Hunt. The deadline for  
20 Class Members to request to be excluded from the Agreement was October 10, 2023.  
21 Accordingly, 263 Participating Class Members are bound by this Judgment.

22 11. Upon entry of this Judgment and remittance of the Gross Settlement Amount by  
23 Defendant to the Administrator, all Participating Class Members, on behalf of themselves and  
24 their respective former and present representatives, agents, attorneys, heirs, administrators,  
25 successors, and assigns shall fully release and discharge Released Parties from all claims rights,  
26 demands, liabilities, and causes of action alleged in the Action or that could have been alleged  
27 based on the facts alleged in the Action arising during the Class Period, including but not limited  
28 to claims under the California Labor Code, California Industrial Welfare Commission Wage

1 Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest  
2 periods and associated premium wages, failure to provide meal periods and associated premium  
3 wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages  
4 during employment, failure to keep requisite payroll records, and failure to reimburse business  
5 expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226,  
6 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or  
7 unlawful business practices under California Business & Professions Code section 17200, et seq.  
8 Participating Class Members do not release any other claims, including claims for vested benefits,  
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
10 insurance, disability, social security, workers' compensation, or claims based on facts occurring  
11 outside the Class Period

12 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by  
13 Defendant to the Administrator, all Aggrieved Employees on behalf of themselves and their  
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
15 and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions  
16 for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal.  
17 Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories  
18 contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure  
19 to provide rest periods and associate premium wages, failure to provide meal periods and  
20 associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to  
21 timely pay wages during employment, failure to keep requisite payroll records, and failure to  
22 reimburse business expenses, including violations under California Labor Code sections 201, 202,  
23 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial  
24 Welfare Commission Orders.

25 7. Upon entry of this Judgment and remittance of the Gross Settlement Amount by  
26 Defendant to the Administrator, in consideration for his Class Representative Service Payment,  
27 Plaintiff Arturo Gonzalez for himself only, also fully releases the Released Parties from any and  
28 all Released Claims and also generally release and discharge the Released Parties from any and

1 all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have  
2 been or could have been asserted against the Released Parties arising out of or relating to his  
3 employment by Defendant or termination thereof, including but not limited to claims for wages,  
4 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
5 of employment. This release specifically includes any and all claims, demands, obligations and/or  
6 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except  
7 provided by the Agreement) relating to or in any way connected with the matters referred to  
8 herein, whether or not known or suspected to exist, and whether or not specifically or particularly  
9 described herein. Plaintiff Arturo Gonzalez has expressly waived all rights and benefits afforded  
10 by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
16 DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims that cannot by law be waived, including claims  
18 for unemployment insurance, disability, social security, and workers compensation.

19 8. The Court finds the settlement payments provided for under the Agreement to be  
20 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,  
21 the Court orders Defendant to fund the Gross Settlement Amount of \$775,764.00 within thirty  
22 (30) calendar days after of the date of entry of this Judgment to provide payments for Individual  
23 Class Member Payments, Individual PAGA Payments, the Class Representative Service Award,  
24 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration  
25 Expenses Payment, and the LWDA PAGA Payment. The Court further orders Defendant to  
26 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual  
27 Class Payments. Defendant shall fund and the Administrator shall distribute these amounts in  
28 accordance with the terms of the Agreement.

1           9. Pursuant to the terms of the Agreement, and the authorities, evidence and argument  
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount  
3 of \$271,517.40, and awards reimbursement of costs and expenses incurred by Class Counsel in  
4 the amount of \$12,290.62 from the Gross Settlement Amount. The award of attorneys' fees and  
5 costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs  
6 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.  
7 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph  
8 shall be administered pursuant to the terms of the Agreement. Any allocation of attorneys' fees  
9 and costs between and among Class Counsel shall be made by the Administrator pursuant to the  
10 separate and independent agreement between Class Counsel.

11           10. The Court hereby approves and orders a Class Representative Service Payment of  
12 \$7,500.00 to Plaintiff Arturo Gonzalez from the Gross Settlement Amount in accordance with the  
13 terms of the Agreement.

14           11. The Court find that the settlement of the Released PAGA Claims for \$50,000.00,  
15 which is designated and allocated as penalties under the California Labor Code Private Attorneys  
16 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court  
17 further approves allocation and payment of the PAGA Penalties as follows: \$37,500.00 (75% of  
18 \$50,000.00) to the California Labor Workforce Development Agency, and \$12,500.00 (25% of  
19 \$50,000.00) to Aggrieved Employees on a *pro rata* basis as set forth in the Agreement. 100% of  
20 the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS  
21 Form-1099.

22           12. The Court also hereby approves and orders payment from the Gross Settlement  
23 Amount for actual settlement administration expenses incurred by the Administrator, Phoenix  
24 Settlement Administrators, in the amount of \$8,500.00.

25           13. The Court hereby approves and orders payment of Individual Class Payments from  
26 the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in  
27 the Agreement.  
28

1 14. The Court also hereby approves and orders that any checks distributed from the  
2 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar  
3 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
4 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California  
5 Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee who did  
6 not cash their checks until such time that they claim their property, or the property is otherwise  
7 disposed of pursuant to the Unclaimed Property Law.

8 15. Provided the Settlement becomes effective under the terms of the Agreement, the  
9 Court also hereby orders that the Administrator distribute the Individual Class Member Payments,  
10 Individual PAGA Payments, the Class Representative Service Award, Class Counsel Fees  
11 Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and  
12 the LWDA PAGA Payment within fourteen (14) calendar days of receipt of the Gross Settlement  
13 Amount.

14 16. Without affecting the finality of this Judgment, the Court shall retain continuing  
15 jurisdiction over this Action and the Parties, including all Class Members, and over all matters  
16 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
17 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
18 as provided to the contrary herein, any disputes or controversies arising with or with respect to  
19 the interpretation, enforcement, or implementation of the Agreement shall be presented to the  
20 Court for resolution.

21 17. A final report on the disbursement of settlement payments shall be filed by  
22 R. J. [REDACTED]. A post-approval final accounting ~~hearing~~ shall be held on R. J. [REDACTED] at  
23 JULY 15, 2018 a.m./~~p.m.~~. Class Counsel shall submit a final compliance report by  
24 R. J. [REDACTED].

25 18. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix  
26 Settlement Administrators, on its website for a period of at least sixty (60) days.

27 19. Plaintiffs shall file and serve formal Notice of Entry of Judgment with the  
28 California Labor and Workforce Development Agency (LWDA).



1 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**



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4 Dated: 10/31/2023

5 Lawrence P. Riff / Judge  
6 Judge of the Superior Court

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