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Attorneys for Plaintiff Daniel Guevara

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 DANIEL GUEVARA, individually and on
12 behalf of all others similarly situated,

13
14 Plaintiff,

15 v.

16 CALTEK STAFFING, INC., a California
17 corporation; ARCHIE PAYNE, an individual,
and DOES 1–50 inclusive,

18 Defendants.
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Case No.: 20STCV 11125

Assigned for All Purposes to:
Hon. David S. Cunningham
Dept. SSC-11

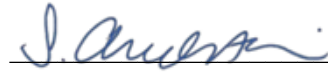
NOTICE OF ENTRY OF ORDER

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on May 1, 2024, the Court entered its Order granting.
3 Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees
4 and Costs, and Judgment Thereon. Furthermore, a non-appearance compliance review hearing is set
5 for May 1, 2025, at 8:30 am in Department SSC-11. A true copy of the Court's Order is attached
6 hereto as Exhibit A.

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8 Dated: May 1, 2024

CROSNER LEGAL, P.C.

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11 Jamie Serb
12 Sepideh Ardestani
13 Zachary Crosner
14 Attorneys for Plaintiff Daniel Guevara
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EXHIBIT

A

1 JAMIE K. SERB (SBN 289601)
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7 Attorneys for Plaintiff Daniel Guevara
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 DANIEL GUEVARA, individually and on
12 behalf of all others similarly situated,

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15 v.

16 CALTEK STAFFING, INC., a California
corporation; ARCHIE PAYNE, an individual,
17 and DOES 1–50 inclusive,

18 Defendants.
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FILED
Superior Court of California
County of Los Angeles

05/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No.: 20STCV 11125

Assigned for All Purposes to:
Hon. David S. Cunningham
Dept. SSC-11

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: May 1, 2024
Time: 9:00 a.m.
Dept. SSC-11

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Second Amended Class Action and PAGA Settlement Agreement, attached as
7 Exhibit 1 to the Declaration of Sepideh Ardestani (filed on or about October 4, 2023) (the
8 "Settlement Agreement"), is the product of arms-length negotiations between the parties and the
9 terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the
10 Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
11 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
12 forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its Janaury
14 5, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
16 "individuals who worked for defendant Caltek Staffing, Inc. ("Caltek") as non-exempt
17 employees who are or previously were employed by Caltek in California during the Class Period
18 of March 20, 2016 to January 31, 2023."

19 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, to have released the Released Parties (as defined in the
22 Settlement Agreement) from all claims that were or could have been alleged in the Complaints
23 filed in the Actions under any state law, federal law, common law, equity or other theory based on
24 the facts alleged in the operative complaint filed in the Action regarding the provision (or alleged
25 non- provision) of rest breaks, meal breaks, overtime, minimum wage, waiting time penalties,
26 and/or wage statements provided to those class members (or the content or lack of content of any
27 wage statements received), including all claims, rights, demands, liabilities, causes of action, and
28 theories of liability of every nature and description, whether known or unknown, that were alleged

1 against Defendant and/or any of the Released Parties, or which could have been alleged based on
2 the facts pled against them in the Complaints in the Actions. These claims include claims for
3 failure to provide and/or maintain copies of accurate itemized wage statements, failure to provide
4 timely and uninterrupted meal and rest breaks or premium pay in lieu thereof, failure to pay
5 overtime, failure to pay minimum wage (and liquidated damages predicated thereupon), failure to
6 properly calculate the regular rate of pay, failure to pay minimum wage or overtime as applicable
7 for all hours worked including but not limited to unpaid wages due to inaccurate time rounding or
8 use of an “ auto-deduct” feature for meal periods, on-call compensation, and any and all off-
9 the-clock work, failure to timely pay wages upon separation from employment, unfair
10 competition, and/or for penalties (regardless of the recipient), claims arising under California
11 Labor Code sections 201-203, 204, 216, 218.5, 221-223, 224, 225.5, 226, 226.2, 226.6, 226.7,
12 226.8, 256, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2751, and
13 2810.5, damages, interest, costs or attorneys fees, and violations of applicable local, state or
14 federal law, whether for economic damages, non-economic damages, liquidated, or punitive
15 damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, that occurred
16 during the applicable Class Period and based on the facts alleged in the Complaints in the Action,
17 including claims under any common laws, the California Business & Professions Code Sections
18 17200 et seq. (“UCL”), including claims asserted under the UCL predicated on violations of any
19 state and/or federal law alleged in the Complaint and/or Amended Complaints in the Action,
20 including the Cal. Code of Regulations, Title 8, Sections 11000, et seq., any applicable Wage
21 Order, and the California Labor Code. Except as set forth in Section 6.3 of this Agreement,
22 Participating Class Members do not release any other claims, including claims for vested benefits,
23 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
24 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
25 outside the Class Period.

26 5. The Court further that adjudges Plaintiff and the Aggrieved Employees are deemed
27 to release, on behalf of themselves and their respective former and present representatives, agents,
28 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for

1 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
2 Period facts stated in the Operative Complaint and the PAGA Notice, including without limitation
3 PAGA claims predicated on violations of California Labor Code sections 201-203, 204, 216,
4 218.5, 221-223, 224, 225.5, 226,226.2, 226.6, 226.7, 226.8, 256, 510, 512, 558, 558.1, 1174, 1194,
5 1194.2, 1197, 1197.1, 1198, 1199, 2751, and 2810.5.

6 6. The Settlement Administrator is ordered to distribute to the participating Class
7 Members their respective individual settlement payments from the Net Settlement Amount as
8 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
9 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.

10 7. The Court further orders that the Class Members be provided with notice of this
11 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
12 copy of this Order and Judgment on its website for sixty (60) days.

13 8. The Court approves an award of attorney's fees to Class Counsel's in the amount of
14 \$31,802.00, and an award of costs and expenses in the amount of \$7,336.18. Such amounts shall
15 be paid as provided in the Settlement Agreement.

16 9. The Court approves a service payment to plaintiff and Class Representative Daniel
17 Guevara in the amount of \$2,500.00, and the Settlement Administrator is ordered to make such
18 payment consistent with the terms of the Settlement Agreement.

19 10. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
20 Inc., shall be paid from the Gross Settlement Amount in an amount not to exceed \$7,000.00. As
21 set forth in the Declaration of Lluvia Islas, the Settlement Administrator is owed \$6,550.00 for
22 services rendered and to be rendered in administering the settlement. The Court therefore orders
23 that ILYM be paid the amount of \$6,550.00 from the Gross Settlement Amount consistent with the
24 terms of the Settlement Agreement.

25 11. A non-appearance compliance review hearing is set for May 1, 2025, in
26 Department SSC-11 of the Los Angeles County Superior Court. The parties are ordered to file a
27 joint compliance report no later than ten (10) calendar days before the compliance hearing.

28 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order


1 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
2 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
3 contemplated becomes effective and each and every act agreed to be performed by the parties has
4 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
5 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
6 construction, and interpretation of the Settlement Agreement.

7 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
8 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
9 This Order is not a finding of the validity or invalidity of any claims in this action or a
10 determination of any wrongdoing by any party. The final approval of the parties' settlement will
11 not constitute any opinion, position or determination of this Court as to the merits of the claims or
12 defenses of any party.

13 14. Judgment is hereby entered as follows: Plaintiff Daniel Guevara and the
14 Participating Class Members, including individuals who worked for defendant Caltek as non-
15 exempt employees who are or previously were employed by Caltek in California during the Class
16 Period of March 20, 2016 to January 31, 2023, who have not otherwise opted out, shall take
17 nothing from Caltek, except as set forth in the Settlement Agreement.

18 15. The Court shall retain jurisdiction over the parties to interpret, implement and
19 enforce this Judgment.

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21 Dated: 05/01/2024

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24 Judge of the Superior Court
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PROOF OF SERVICE
Daniel Guevara v. Caltek Staffing Inc., et al.
Los Angeles County Superior Court Case No. 20STCV11125

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On May 1, 2024, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER

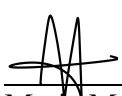
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the addressee(s) listed

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 1, 2024, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

Daniel Guevara v. Caltek Staffing Inc., et al.

Los Angeles County Superior Court Case No. 20STCV11125

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