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Attorneys for Plaintiffs, JUAN MANUEL VIEYRA BAROCIO
and BRIAN GOMEZ, on behalf of themselves and
all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

JUAN MANUEL VIEYRA BAROCIO, and
BRIAN GOMEZ, on behalf of themselves
and all other similarly situated and aggrieved

Plaintiffs,

v.

INDUSTRIAL FIELD SERVICES INC., a
California Corporation; LIU C. SCHOLA, an
individual; and DOES 1 through 100, inclusive,

Defendants.

Case No: 23STCV01522

[Assigned to the Hon. William F. Highberger
in Dept. 10]

~~PROPOSED~~ JUDGMENT

FILED
Superior Court of California
County of Los Angeles

07/25/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Class and PAGA Settlement Agreement (“Settlement” or “Settlement
7 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons currently or formerly employed by defendants Industrial Field Services, Inc., and Liu C.
11 Schola (collectively, “Defendants”) as non-exempt, hourly-paid employees in the State of California
12 at any time during the period from January 24, 2019, through December 31, 2023 (“Class Period”).

13 3. “Aggrieved Employees” are all persons currently and formerly employed by
14 Defendants, as non-exempt, hourly-paid employees in the State of California, at any time during the
15 period from January 24, 2022, through December 31, 2023, the PAGA Period. (“PAGA Period”).

16 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
17 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are
18 Participating Class Members.

19 5. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
20 necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the
21 Administrator no later than 14 days after the Effective Date. “Effective Date” means the date by
22 when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting
23 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
24 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
25 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the
26 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely
27 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues
28 a remittitur.

1 6. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator
2 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
3 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
4 Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

5 7. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

8 8. 7. Effective on the date when Defendants fully fund the entire Gross Settlement
9 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
11 Parties as follows:

12 a. All Participating Class Members, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, release the Released Parties, for the duration of the Class
15 Period, from all claims based on the facts stated in the Operative Complaint,
16 including: (1) all claims for failure to pay overtime wages; (2) all claims for failure
17 to pay minimum wages; (3) all claims for failure to provide meal periods or
18 compensation in lieu thereof; (4) all claims for failure to provide rest periods or
19 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon
20 separation from employment; (6) all claims for failure to provide accurate and
21 compliant wage statements; (7) all claims for failure to timely pay wages during
22 employment; (8) all claims for failure to indemnify for business expenses; (9) all
23 claims for failure to pay unused vested vacation time; and (10) all claims asserted
24 through California Business & Professions Code section 17200, et seq., arising out
25 of the Labor Code violations referenced in the Operative Complaint ("Released
26 Class Claims").

27 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to
28 release, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, in connection with alleged violations of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 256, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5 (“Released PAGA Claims”).

9. For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice against Defendants and Released Parties for PAGA civil penalties (the “PAGA Released Claims”). (The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”).

10. The “Released Parties” shall include: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries and affiliates.

11. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 1st, 2025



A handwritten signature in black ink, reading "William F. Highberger".

William F. Highberger / Judge