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FILED
SUPERIOR COURT, METROPOLITAN DIVISION
COUNTY OF KERN

DEC 14 2018

ENDORSED
BY _____ DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DOIS SIDES; JOE RIVAS; individually, and
on behalf of other members of the general
public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

vs.

S.A. CAMP PUMP COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BCV-16-100219-DRL

Assigned for All Purposes to:
Honorable David R. Lampe
Department 11

CLASS ACTION

~~PROPOSED~~ AMENDED JUDGMENT

[Reservation ID: 33538]

Hearing Date: December 14, 2018
Hearing Time: 8:30 a.m.
Hearing Place: Department 11

Complaint Filed: February 3, 2016
FAC Filed: March 16, 2016
SAC Filed: May 13, 2016
TAC Filed: January 17, 2017
Jury Trial: None Set

1 The parties having settled this action and the Court having entered a Final Approval Order
2 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**
3 **THAT:**

4 1. Except as set forth in the Stipulation and Settlement of Class Action Claims
5 (“Agreement,” “Settlement,” or “Stipulation”) and Final Approval Order, Class Representative Joe
6 Rivas, and all members of the Class, shall take nothing by their Complaint in this action.

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

9 3. Each Class Member has released the Released Claims against the Defendant and
10 the Released Parties. All Class Members are permanently enjoined and forever barred from
11 asserting any of the Released Claims against the Released Parties, according to the terms of the
12 Settlement.

13 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:

14 (a) “Class Member” means all current and former non-exempt field or shop
15 employees employed by S.A. Camp Pump Company, at any time from
16 February 3, 2012 to March 31, 2018) who worked within the state of
17 California; excluding any former employees that individually executed a
18 release of his/her claims with Defendant.

19 (b) “Released Parties” means S.A. Camp Pump Company (“Defendant”), and its
20 past, present, or future parents, subsidiaries and affiliated corporations, and
21 their past, present, or future officers, directors, employees, partners, members,
22 shareholders and agents and any other successors, assigns or legal
23 representatives, and all persons jointly liable with Defendant, including but not
24 limited to S.A. Camp Pump Company.

25 (c) “Released Claims” means all of the claims described in Paragraph 32 of the
26 Agreement, as follows:

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The Class Members shall fully and finally release and discharge Defendant and its former and present parents, predecessors, successors, subsidiaries and affiliated corporations and their officers, directors, employees, partners, shareholders and agents and any other successors, assigns or legal representatives, and all persons jointly liable with Defendant, including but not limited to S.A. Camp Pump Company, from February 3, 2012 to March 31, 2018, of any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, all alleged claims or claims which reasonably could have been alleged arising out of the same operative facts in the Action. Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wage, straight time compensation, overtime compensation, and interest; missed meal period and rest-period wages and premiums; payment for all hours worked, including off-the-clock work; wage statements; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, PAGA penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Released Claims also include all such claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 218.6, 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 2800, 2802, and 2698 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 *et seq.*; and the California common law of contract.

5. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h) and California Code of Civil Procedure section 664.6, the Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Agreement and this Judgment.

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6. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court's Order Granting the Motion for Final Approval Order and the Agreement. Judgment is entered against Defendant S.A. Camp Pump Company, Inc. in favor of Plaintiff Joe Rivas, Participating Settlement Class Members, and Class Counsel Justice Law Corporation in the total amount of up to \$250,000.

- i. Justice Law Corporation is awarded \$80,000 in attorneys' fees and \$10,000 in costs;
- ii. Joe Rivas is awarded a Service Award of \$5,000;
- iii. ILYM Group, Inc. is awarded \$4,500 in costs; and
- iv. LWDA is awarded \$3,750.

7. Notice of entry of this Judgment shall be given to the Class Members by posting a copy of the Judgment on ILYM Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Judgment. The time for any appeal shall run from the Court's entry of this Judgment.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

JUDGE DAVID R. LAMPE

Dated: 12-14-18

Honorable David R. Lampe
Judge of the Superior Court of California