

ORIGINAL

**FILED**  
Superior Court of California  
County of Los Angeles

FEB - 8 2018

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By: V. Jaime, Deputy

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10 *Raquel Leon, Guadalupe Martinez, Giliana Perez De Nima, and Susana Zelaya*

11 *Additional Counsel on Next Page*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 WALTER MARTINEZ and LESLIE  
15 GARCIA, on behalf of themselves and others  
16 similarly situated,

16 Plaintiffs,

17 v.

18 FLYING FOOD GROUP PACIFIC INC., a  
19 California corporation; and DOES 1 through  
20 50, inclusive,

20 Defendants.

21 MARIA AGUILAR, FRANCISCO CRUZ,  
22 JOSE A. JOYA, ANDREA LARA, RAFAEL  
23 LEON, RAQUEL LEON, GUADALUPE  
24 MARTINEZ, GILIANA PEREZ DE NIMA,  
25 AND SUSANA ZELAY, and all others  
26 similarly situated,

24 Plaintiffs,

25 v.

26 FLYING FOOD GROUP PACIFIC, INC., and  
27 Does 1-100,

28 Defendants.

CASE No. BC553539  
CASE No. BC569325 (Related Cases)

Assigned for All Purposes: Judge Ann I. Jones  
Department 308

**CLASS ACTION**

**~~{PROPOSED}~~ JUDGMENT IN THE  
RELATED CASES, CASE NOS. BC553549  
AND BC569325**

Date: February 8, 2018  
Time: 9:00 a.m.  
Dept.: 308

1 David Yeremian (S.B. #226337)  
2 DAVID YEREMIAN & ASSOCIATES, INC.  
3 535 North Brand Blvd., Suite 705  
4 Glendale, CA 91203  
5 Tel: (818) 230-8380  
6 Fax: (818) 230-0308

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*Attorneys for Plaintiffs Walter Martinez and Leslie Garcia*

1 **JUDGMENT**

2 Pursuant to the terms set forth in the Amended Joint Stipulation of Class Action Settlement  
3 and Release entered into by the Parties (“Settlement Agreement”), and in accordance with the  
4 Order Granting Final Approval of Class Settlement and Award of Attorney’s Fees and Costs, and  
5 good cause appearing there from,

6 JUDGMENT IS HEREBY ENTERED in accordance therewith as between Plaintiffs Maria  
7 Aguilar, Francisco Cruz, Jose A. Joya, Andrea Lara, Rafael Leon, Raquel Leon, Guadalupe  
8 Martinez, Giliana Perez De Nima, and Susana Zelay (“Aguilar Plaintiffs”), Walter Martinez and  
9 Leslie Garcia (“Martinez Plaintiffs”), and all non-exempt current and former employees: (1)  
10 employed by Flying Food Group Pacific, Inc. at its Imperial Facility, located at 6751 West  
11 Imperial Highway in Los Angeles, California, from August 1, 2010 to October 18, 2017 and (2)  
12 employed by Flying Food Group, LLC at its 98th Street Facility, located at 5807 West 98th Street  
13 in Los Angeles, California, from August 1, 2010 to October 18, 2017 who were required as a  
14 condition of their employment to access the LAX Airport Air Operations Area (“AOA”), including  
15 employees who have held the job titles “manager” and/or “supervisor” and received compensation  
16 below the wage rate required by the City of Los Angeles’ Living Wage Ordinance (“LWO”), on  
17 the one hand, and Flying Food Group Pacific, Inc. (“Defendant”), on the other hand.

18 Without affecting the finality of this Judgment in any way, this Court hereby retains  
19 continuing jurisdiction over: (a) implementation of the Settlement Agreement and any award or  
20 plan of allocation for distribution of the Settlement Fund; (b) matters relating to attorneys’ fees,  
21 costs, interest and expenses in the above-captioned actions; and (c) all parties hereto for the  
22 purpose of construing, enforcing and administering the Settlement.

23 In the event that the Settlement does not become effective in accordance with the terms of  
24 the Settlement Agreement, then this Judgment shall be rendered null and void to the extent  
25 provided by and in accordance with the Settlement Agreement and shall be vacated and, in such  
26 event, all orders entered, and releases delivered in connection herewith shall be null and void to the  
27 extent provided by and in accordance with the Settlement Agreement.


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1           The Claims Administrator shall post this Judgment on a website accessible to Class  
2 Members for 30 days.

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4           **IT IS SO ORDERED.**

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7 DATED: 2/8/18

  
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9 HONORABLE ANN I. JONES  
10 Judge of the Los Angeles Superior Court  
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