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JS-6

6 Attorneys for Plaintiffs

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 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**

11 GARMALIEL AGUIRRE, LUIS  
 BERNAL, KAREEM CRAIG, GREG  
 12 GUERRERO, MARTHA  
 HILDEBRAND, BRET LAMBOURNE,  
 13 MATTHEW LAMBOURNE, DAN LE  
 BOEUF, CARLOS MARTINEZ, BRIAN  
 14 MATA, JOHN M. ORTEGA,  
 ANTHONY ORTIZ, HENRY RENDON,  
 15 KENNY SWAILS, and all other  
 "aggrieved" employees,  
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 Plaintiffs,  
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 v.  
 18 GENESIS LOGISTICS INC., an Ohio  
 19 corporation, and DOES 1-100, inclusive,  
 20  
 Defendants.

CASE NO.: SAVC12-00687-JVS  
(ANx)

**FINAL JUDGMENT**

Complaint Filed: May 2, 2012

1 The parties to this case, representative plaintiffs Garmaliel Aguirre, Luis  
2 Bernal, Kareem Craig, Greg Guerrero, Martha Hildebrand, Bret Lambourne,  
3 Matthew Lambourne, Dan Le Bouef, Carlos Martinez, Brian Mata, John M.  
4 Ortega, Anthony Ortiz, Henry Rendon, Kenny Swails and the certified class that  
5 they represent (collectively, “Plaintiffs”), and defendant Genesis Logistics, Inc.,  
6 erroneously sued as Genesis Logistics (“Genesis”), hereby submit the following  
7 judgment for approval and entry by this Court:  
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10 RECITALS

11 1. On March 26, 2013, the Court granted Plaintiffs’ Motion for Class  
12 Certification, and certified the following classes of Plaintiffs:

13 (a) **Inaccurate Wage Statement Class**: All drivers employed by  
14 Genesis Logistics, Inc. in California who were subject to Activity-  
15 Based Compensation under the Collective Bargaining Agreement  
16 between Genesis and Teamsters Local Union No. 396 from May 2,  
17 2011, to the present.

18 (b) **Waiting Time Class**: All drivers employed by Genesis  
19 Logistics, Inc. in California who were subject to Activity-Based  
20 Compensation under the Collective Bargaining Agreement between  
21 Genesis and Teamsters Local Union No. 396, and whose  
22 employment terminated from May 2, 2009, to the present.

23 (c) **Failure to Pay All Wages Earned and Minimum Wage**  
24 **Class**: All drivers employed by Genesis Logistics, Inc. in California  
25 who were subject to Activity-Based Compensation under the  
26 Collective Bargaining Agreement between Genesis and Teamsters  
27 Local Union No. 396 from May 2, 2008, to the present.  
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2. Genesis filed a motion for judgment on the pleadings, and the parties filed extensive cross-motions for summary judgment.
3. The Court, having now considered the parties’ motions, memoranda of points and authorities, statements of uncontroverted facts and conclusions of law, supporting declarations and evidence, as well as having considered the other pleadings, records, and documents on file in this action, and having issued Orders, Docket Numbers 39, 93, and 119, detailing its rulings, hereby decrees as follows:

JUDGMENT

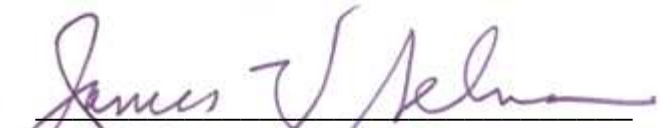
IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered as follows:

1. Judgment in favor of Genesis on Plaintiffs’ meal and rest break claims under the Private Attorney General Act (“PAGA”) and the Unfair Competition Law (“UCL”) (California Labor Code Section 2699 *et. seq.*; California Labor Code Sections 226.7 and 512; California Business and Professional Code Section 17200 *et. seq.*) as preempted by the Federal Aviation Administration Authorization Act, 49 U.S.C. 14501 *et seq.*;
2. Judgment in favor of Genesis on Plaintiffs’ claim for unpaid wages under the PAGA and UCL (California Labor Code Section 2699 *et. seq.*; California Labor Code Sections 204, 1197-98; California Business and Professional Code Section 17200 *et. seq.*); as preempted by Section 301 of the federal Labor Management Relations Act (“LMRA”);

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3. Judgment in favor of Genesis on Plaintiffs’ waiting time claims under PAGA and the UCL (California Labor Code Section 2699 *et. seq.*; California Labor Code Sections 201-203; California Labor Code Sections 201-203; California Business and Professional Code Section 17200 *et. seq.*) as preempted by Section 301 of the LMRA;
4. Judgment in favor of Plaintiffs on their wage statement claims under the PAGA (California Labor Code Section 2699 *et. seq.*, California Labor Code Section 226) in the amount of \$500,000.00, with the possibility of an additional \$100,000.00 per month under the PAGA, up to a maximum total of an additional \$500,000.00, for every month past December 15, 2013, that Genesis does not submit a declaration demonstrating compliance with Labor Code Section 226(a);
5. Judgment in favor of Genesis on Plaintiffs’ wage statement claims under the UCL (California Labor Code Section 226; California Business and Professional Code Section 17200 *et. seq.*); for lack of statutory standing.
6. Judgment in favor of Genesis on Plaintiffs’ record-keeping claims under PAGA and the UCL (California Labor Code Section 2699 *et. seq.*; California Labor Code Sections 226 and 1174; California Business and Professional Code Section 17200 *et. seq.*).

DATED: January 14, 2014

  
The Honorable Judge James V. Selna  
United States District Court

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