

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

JUL 02 2020

Sherri R. Carter, Executive Officer/Clerk  
By John Aguayo, Deputy

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individually and on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES**

14 MARIA T. MARAVILLA; MARIA A.  
15 VASQUEZ; LISA GILLMANN, individually  
and on behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 MOTION PICTURE AND TELEVISION  
19 FUND, a California Nonprofit Public Benefit  
20 Corporation; and DOES 1 through 25,

21 Defendants.

Case No.: BC690494

Assigned to Hon. William F. Highberger

~~PROPOSED~~ JUDGMENT

Date: July 2, 2020

Time: 2:00 p.m.

Dept.: SSC-10

Case Filed: January 17, 2018

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Judgment in this matter is hereby entered in accordance with the terms of the  
3 Order of Final Approval of Class Action Settlement (“Order”) and the Parties’ Settlement  
4 Agreement (“Settlement Agreement”), which is attached as part of Exhibit A to the  
5 Declaration of Aaron Gundzik in Support of Motion for Final Approval of Class Action  
6 Settlement. Unless otherwise provided herein, all capitalized terms used herein shall have  
7 the same meaning as defined in the Settlement Agreement.

8 2. As provided by the Order, upon the receipt by the Settlement Administrator,  
9 Phoenix Settlement Administrators, of the gross settlement amount and other amounts due  
10 from Defendant pursuant to the terms of the Settlement Agreement, all Class Members who  
11 did not timely opt-out from the settlement are barred from pursuing, or seeking to reopen,  
12 any of the Released Claims (including the Representative Plaintiffs who have entered into  
13 broader releases), as defined in the Settlement Agreement. Consistent with the definitions  
14 provided in the Settlement Agreement, the settlement class consists of: all persons who were  
15 employed by MPTF in California as non-exempt employees during the applicable Class  
16 Period (January 17, 2014 through December 28, 2019).

17 3. Two class members, Linda J. Taylor and Nancy Liedblad, opted out of the  
18 Settlement; therefore, all Class Member (including the Class Representatives) are bound by  
19 this Judgment with the exception of Linda J. Taylor and Nancy Liedblad.

20 4. The Parties, their Counsel, and the Settlement Administrator shall take all  
21 steps necessary to implement and consummate the Settlement Agreement according to its  
22 terms and provisions.

23 5. Neither this Judgment, the Order, the Parties’ Settlement Agreement, any  
24 document referred to herein, any exhibit to any document referred to herein, any action  
25 taken to carry out the settlement, nor any negotiations or proceedings related to the  
26 settlement are to be construed as, or deemed to be evidence of, or an admission or  
27 concession with regard to, the denials or defenses of Defendant (or any settling party), and

1 shall not be offered in evidence in any proceeding against the Parties hereto in any Court,  
2 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the  
3 provisions of the Order and Judgment.

4         6.       The Settlement Agreement is not an admission by Defendant, nor is this  
5 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant.  
6 This Judgment may not be construed, or be used, as an admission of any fault, wrongdoing,  
7 omission, concession, or liability whatsoever by or against Defendant.

8         7.       Except as otherwise provided by the Settlement Agreement, each side shall  
9 bear their own attorneys' fees and costs.

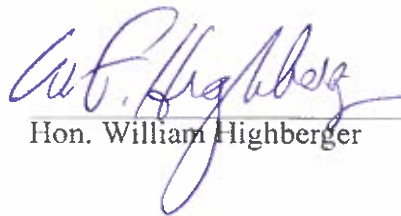
10        8.       This document shall constitute a Judgment pursuant to California Rules of  
11 Court 3.769(h).

12        9.       Pursuant to Labor Code § 2699(1)(3), Plaintiffs shall submit a copy of this  
13 Judgment to the LWDA within ten (10) days of its execution and entry by the Court.

14        10.      Without affecting the finality of this Judgment, the Court retains exclusive  
15 and continuing jurisdiction over the litigation for purposes of supervising, implementing,  
16 interpreting and enforcing the terms of its Order, and in order to conduct further hearing(s)  
17 on certification of distribution procedures.

18  
19 Dated: \_\_\_\_\_

7/2/20

  
\_\_\_\_\_

Hon. William Highberger

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd.,  
Suite 206E, Sherman Oaks, CA 91423.

5 On May 13, 2020, I served the following document described as

6 - **[PROPOSED] JUDGMENT**

7 on the interested parties in this action:

8 **(X)** by serving ( ) the original **(X)** true copies thereof as follows:

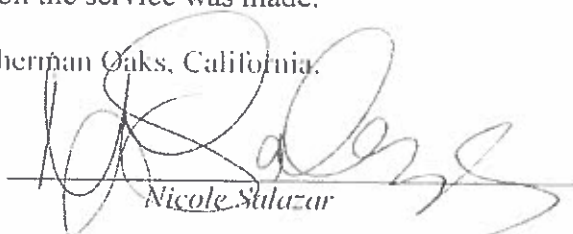
9 **PLEASE SEE ATTACHED SERVICE LIST**

<p>10 <b>( ) BY MAIL</b> 11 I caused such envelope to be deposited in the mail at 12 Los Angeles, California. The envelope was mailed with 13 postage thereon fully prepaid. I am "readily familiar" with 14 the firm's practice of collection and processing 15 correspondence for mailing. It is deposited with U.S. postal 16 service on that same day in the ordinary course of business. 17 I am aware that on motion of party served, service is 18 presumed invalid if postal cancellation date or postage 19 meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p><b>( ) BY FACSIMILE TRANSMISSION</b> I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p><b>( ) BY OVERNIGHT DELIVERY</b> Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p><b>(XX) BY ELECTRONIC TRANSMISSION</b> I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated <u>July 3, 2018</u> to the names and email addresses listed on the Service List attached hereto.</p>

20 **(X) STATE** I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

21 **( ) FEDERAL** I declare that I am employed in the office of a member of the bar of this  
22 court at whose direction the service was made.

23 **(X) EXECUTED** on May 13, 2020 at Sherman Oaks, California.

24   
25 *Nicole Salazar*

**SERVICE LIST**

<p>Sheryl K. Horwitz, Esq. Douglas R. Hart, Esq. MORGAN, LEWIS &amp; BOCKIUS LLP 300 S. Grand Avenue, 22<sup>nd</sup> Floor Los Angeles, CA 90071 Telephone: (213) 612-2500 Facsimile: (213) 612-2501 Email: <a href="mailto:sheryl.horwitz@morganlewis.com">sheryl.horwitz@morganlewis.com</a> <a href="mailto:douglas.hart@morganlewis.com">douglas.hart@morganlewis.com</a></p> <p><i>Attorneys for Defendant Motion Picture &amp; Television Fund</i></p>	<p><i>Via Electronic Submission</i> PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612</p>
<p>Marshall A. Caskey, Esq. Daniel M. Holzman, Esq. N. Cory Barari, Esq. CASKEY &amp; HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Email: <a href="mailto:mcaskey@caskeyholzman.com">mcaskey@caskeyholzman.com</a> <a href="mailto:dholzman@caskeyholzman.com">dholzman@caskeyholzman.com</a> <a href="mailto:nbarari@caskeyholzman.com">nbarari@caskeyholzman.com</a></p> <p><i>Attorneys for Plaintiff Maria Maravilla and Maria Vasquez, individually and on behalf of all others similarly situated</i></p>	