

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

JUL 02 2020

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

1 AARON C. GUNDZIK (State Bar No. 132137)  
aaron.gundzik@gghllp.com  
2 REBECCA G. GUNDZIK (State Bar No. 138446)  
rebecca.gundzik@gghllp.com  
3 GUNDZIK GUNDZIK HEEGER LLP  
14011 Ventura Blvd., Suite 206E  
4 Sherman Oaks, CA 91423  
Telephone: (818) 290-7461  
5 Facsimile: (818) 918-2316

6 MARSHALL A. CASKEY (State Bar No. 65410)  
DANIEL M. HOLZMAN (State Bar No. 176663)  
7 N. CORY BARARI (State Bar No. 295306)  
CASKEY & HOLZMAN  
8 24025 Park Sorrento, Ste. 400  
Calabasas, CA 91302  
9 Telephone: (818) 657-1070  
Facsimile: (818) 297-1775

10 Attorneys for Plaintiffs Maria T. Maravilla, Maria A. Vasquez and Lisa Gillmann,  
11 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  
Corporation; and DOES 1 through 25,

20 Defendants.  
21

Case No.: BC690494

Assigned to Hon. William F. Highberger

~~PROPOSED~~  ORDER OF FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: July 2, 2020  
Time: 2:00 p.m.  
Dept.: SSC-10

Case Filed: January 17, 2018

22  
23 The Court, having considered whether to order final approval of the settlement of  
24 this matter pursuant to the Stipulation of Class Action Settlement (the "Settlement  
25 Agreement" or "Stipulation"), having granted preliminary approval on January 29, 2020,  
26 having directed that notice be given to all Class Members of preliminary approval of the  
27 Stipulation of Class Action Settlement and the final approval hearing and the right to be  
28 excluded from or object to the settlement, having read and considered all of the papers of the

1 parties and their counsel, and having received no objections to the settlement, and good  
2 cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

4 1. The Motion for Final Approval of the settlement is granted;

5 2. The parties to this action are Plaintiffs Maria T. Maravilla, Maria A. Vasquez  
6 and Lisa Gillmann (“Representative Plaintiffs” of “Plaintiffs”) and Defendant Motion  
7 Picture and Television Fund (“Defendant” or “MPTF”).

8 3. After participating in an arms’ length mediation, Plaintiffs and Defendant  
9 have agreed to a proposed settlement of this action on behalf of the Class Plaintiffs seek to  
10 represent. The terms of the proposed settlement are fully set forth in the Stipulation of Class  
11 Action Settlement (the “Settlement Agreement” or “Stipulation”) attached as part of Exhibit  
12 A to the Declaration of Aaron Gundzik in Support of Motion for Final Approval of Class  
13 Action Settlement.

14 4. This Court has jurisdiction over the subject matter of this action (the  
15 “Action”) and over all parties to the Action, including the Representative Plaintiffs and the  
16 Class Members.

17 5. The terms used in this Order have the meaning assigned to them in the  
18 parties’ Settlement Agreement.

19 6. The Court finds that the Settlement Class consists of all current and former  
20 non-exempt employees of Defendant in California during the Class Period, from January 17,  
21 2014 through December 28, 2019.

22 7. The Settlement Class Period is January 17, 2014 through December 28, 2019.

23 8. In settlement, Defendant will pay the gross amount of \$2,200,000, plus the  
24 employer’s share of all required payroll tax deductions. From this gross amount, the parties  
25 propose to deduct \$12,000 in fees to be paid to the Settlement Administrator, Service and  
26 Release Payments to the Representative Plaintiffs in the amount of \$10,000 each, \$37,500 to  
27 the California Labor and Workforce Development Agency, Class Counsel’s costs of  
28

1 \$15,000, and Class Counsel's attorneys' fees of \$733,333, which is justified in light of the  
2 benefit to the Class.

3 9. The amount remaining, after deductions approved by the Court, will be  
4 distributed to Settlement Class Members based on the number of Qualifying Workweeks  
5 each Settlement Class Member was employed by Defendant during the Class Period.

6 10. Two class members, Linda J. Taylor and Nancy Liedblad, filed requests to be  
7 excluded from the settlement. Therefore, all members of the Settlement Class with the  
8 exception of Linda J. Taylor and Nancy Liedblad will receive a settlement payment and be  
9 bound by the releases and Judgment.

10 11. Upon the receipt by the Settlement Administer, Phoenix Settlement  
11 Administrators, of the gross settlement amount of \$2,200,000, plus the employer's share of  
12 withholding taxes, from Defendant, each and every Released Claim of each Settlement Class  
13 Member, with the exception of Linda J. Taylor and Nancy Liedblad, is and shall be deemed  
14 to be released as against the Released Parties, with the exception of claims under the FLSA,  
15 which shall be released upon each Class Member's cashing of their settlement payment  
16 (pursuant to Paragraph IV.L.8 of the parties' Settlement Agreement). Upon the receipt by  
17 the Settlement Administer, Phoenix Settlement Administrators, of the gross settlement  
18 amount of \$2,200,000, plus the employer's share of withholding tax, from Defendant, all  
19 Settlement Class Members except Linda J. Taylor and Nancy Liedblad will be precluded in  
20 the future from making any claim based on, arising from, or relating to the allegations made  
21 in the Second Amended Complaint, with the exception of claims under the FLSA, which  
22 Settlement Class Members shall be precluded in the future from making upon each Class  
23 Member's cashing of their settlement payment (pursuant to Paragraph IV.L.8 of the parties'  
24 Settlement Agreement).

25 12. Upon the receipt by the Settlement Administer, Phoenix Settlement  
26 Administrators, of the gross settlement amount of \$2,200,000, plus the employer's share of  
27 withholding tax, from Defendant, the Representative Plaintiffs shall be additionally  
28 precluded in the future from making any and all claims, causes of action, damages, wages,

1 benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs,  
2 and any other form of relief or remedy in law, equity, or whatever kind or nature, whether  
3 known or unknown, suspected or unsuspected, exclusive only of any workers compensation  
4 claims or any other claims which cannot be released as a matter of law, including but not  
5 limited to (1) all Released Claims, (2) the Action and any claims arising out of or related to  
6 the Action, (3) any claims under federal, state or local law for or relating to wages, benefits,  
7 compensation, vacation or other paid time off, and claims for liquidated damages, penalties,  
8 or costs and fees associated therewith, (4) wrongful termination, discrimination, harassment,  
9 and/or retaliation, (5) any act, omission, or occurrence or claim arising out of or related to  
10 the Action or Plaintiffs' employment or termination thereof with Defendant taking place on  
11 or before the Effective Date of the Settlement, and (6) and any other form of relief or  
12 remedy of any kind, nature, or description whatsoever, whether premised on statute,  
13 contract, tort, or other theory of liability under state, federal, or local law. (pursuant to  
14 Paragraph VII of the parties' Settlement Agreement). Provided, however, this release shall  
15 not include any claims for workers' compensation benefits.

16       13.     Neither the settlement, nor any of the terms set forth in the Settlement  
17 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of  
18 liability to the Representative Plaintiffs or any Class Member, nor does this Final Approval  
19 Order constitute a finding by the Court of the validity of any of the claims alleged in the  
20 Action, or of any liability of Defendant or any of the other Released Parties.

21       14.     The Court finds that the Notice of Proposed Class Action Settlement ("Notice  
22 of Settlement") has been mailed to all Class Members as previously ordered by the Court,  
23 and that such Notice of Settlement fairly and adequately described the terms of the proposed  
24 Settlement Agreement, the manner in which the Class Members could object to or  
25 participate in the settlement, and the manner in which Class Members could opt out of the  
26 Class, was the best notice practicable under the circumstances, was valid, due and sufficient  
27 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court  
28 3.769, due process and all other applicable laws. The Court further finds that a full and fair

1 opportunity has been afforded to Class Members to participate in the proceedings convened  
2 to determine whether the proposed Settlement Agreement should be given final approval.

3 15. The Court finally approves of the distribution of the Net Settlement Amount  
4 to the Settlement Class Members. Settlement Class Members are not required to submit a  
5 claim form in order to receive payment. Rather, the gross amount paid to each Settlement  
6 Class Member will be based on the number of qualifying workweeks (as defined in the  
7 Settlement Agreement) each Settlement Class member worked for Defendant during the  
8 Class Period (January 17, 2014 through December 28, 2019).

9 16. The Court finds that the Settlement Agreement is fair, reasonable and  
10 adequate as to the Settlement Class, the named Plaintiffs and Defendant, and is the product  
11 of good faith, arms' length negotiations between the parties, and further, that the Settlement  
12 Agreement is consistent with public policy, and fully complies with all applicable provisions  
13 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement  
14 Agreement and specifically approves of the allocation of the Gross Settlement Amount of  
15 \$2,200,000 ("Gross Settlement Amount"), plus the payment of the employer's share of all  
16 applicable payroll taxes and fees, as follows:

17 a. The Court approves of the payment of Settlement Administration  
18 Costs of \$12,000 to Phoenix Settlement Administrators;

19 b. The Court approves of Service and Release Payments in the amount  
20 of \$10,000 each to Representative Plaintiffs Maria Maravilla, Maria Vasquez and Lisa  
21 Gillman, as payment for their time and efforts in pursuing this Action, for the risks they  
22 have undertaken, and as additional compensation for the expanded releases they are  
23 providing;

24 c. The Court approves of Class Counsel's attorneys' fees request of  
25 \$733,333, which is one-third of the Gross Settlement Amount, finding that it is reasonable in  
26 light of the benefit provided to the Class, to be distributed pursuant to the provisions of  
27 paragraph 17 of this Order;

28

1 d. The Court approves of Class Counsel's request for reimbursement of  
2 litigation costs and expenses in the amount of \$15,000;

3 e. The Court approves of a payment to the Labor and Workforce  
4 Development Agency ("LWDA") in the amount of \$37,500 in settlement of claims under  
5 the California Labor Code Private Attorneys General Act ("PAGA");

6 f. The Court approves of payment of the remainder of the Gross  
7 Settlement Amount (the "Net Settlement Amount"), approximately \$1,372,167, to the  
8 Settlement Class Members who have not opted out of the settlement, pursuant to the terms  
9 of the Stipulation of Class Action Settlement, Paragraph IV(L), and that all settlement  
10 payments be deemed one-third wages, to be reported on a W-2 form, and two-thirds as  
11 penalties and interest.

12 g. If a Settlement Class Member's settlement check(s) is not cashed  
13 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks  
14 shall be sent to the California State Controller as unclaimed property in the name of the  
15 Settlement Class Member.

16 17. The Court approves of the following implementation schedule for further  
17 proceedings:

- 18 • Settlement Effective Date: Pursuant to Section II(N) of the Settlement  
19 Agreement, the Effective Date is the date of the Court's entry of Order of  
20 Final Approval of Class Action Settlement and Judgment, if no timely  
21 objection is filed.
- 22 • Deadline for Defendant to deliver the Gross Settlement Amount of  
23 \$2,200,000, plus the employer's share of withholding taxes to the Settlement  
24 Administrator: Within ten (10) calendar days after the Effective Date.
- 25 • Mailing of Payments to Class Members: Within ten (10) days of Defendant's  
26 deposit of the Gross Settlement Amount with the Settlement Administrator.
- 27 • Payment to Class Representatives: Within ten (10) days of Defendant's  
28 deposit of the Gross Settlement Amount.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- Payment to Class Counsel of Class Counsel's attorneys' fees and Class Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross Settlement Amount.
- Payment to the Settlement Administrator: Within ten (10) days of Defendant's deposit of the Gross Settlement Amount.
- Final Report from Settlement Administrator: After final distribution of Net Settlement Fund.

18. A ~~compliance hearing~~ is set for Feb. 26, 2020 @ 9am. A a Non Ap Case Rev. satisfactory compliance status report is filed at least 5 court days before the ~~compliance~~ to be hearing, ~~no appearance will be required.~~

Dated: 7/2/20

W.F. Highberger  
Hon. William Highberger

Non-Appearance Case Renew

**PROOF OF SERVICE**

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

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

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

- **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action:

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

**PLEASE SEE ATTACHED SERVICE LIST**

<p>( ) <b>BY MAIL</b> I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage 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>(XX) <b>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>

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

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

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

  
Nicole Salazar



SERVICE LIST

Sheryl K. Horwitz, Esq.  
Douglas R. Hart, Esq.  
MORGAN, LEWIS & BOCKIUS LLP  
300 S. Grand Avenue, 22<sup>nd</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 612-2500  
Facsimile: (213) 612-2501  
Email: [sheryl.horwitz@morganlewis.com](mailto:sheryl.horwitz@morganlewis.com)  
[douglas.hart@morganlewis.com](mailto:douglas.hart@morganlewis.com)

*Attorneys for Defendant Motion Picture & Television Fund*

*Via Electronic Submission*  
PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Marshall A. Caskey, Esq.  
Daniel M. Holzman, Esq.  
N. Cory Barari, Esq.  
CASKEY & HOLZMAN  
24025 Park Sorrento, Ste. 400  
Calabasas, CA 91302  
Telephone: (818) 657-1070  
Facsimile: (818) 297-1775  
Email: [mcaskey@caskeyholzman.com](mailto:mcaskey@caskeyholzman.com)  
[dholzman@caskeyholzman.com](mailto:dholzman@caskeyholzman.com)  
[nbarari@caskeyholzman.com](mailto:nbarari@caskeyholzman.com)

*Attorneys for Plaintiff Maria Maravilla and Maria Vasquez, individually and on behalf of all others similarly situated*