

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan Ricasa (SBN 223550) Law Office of Jonathan Ricasa 15760 Ventura Boulevard, Suite 700 Encino, California 91436 TELEPHONE NO.: (818) 650-8077 FAX NO. (Optional): (818) 301-5151 E-MAIL ADDRESS (Optional): jricasa@ricasalaw.com ATTORNEY FOR (Name): Plaintiffs Jose Moya and Alejandro Martinez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Central District, Spring Street Courthouse	
PLAINTIFF/PETITIONER: Jose Moya DEFENDANT/RESPONDENT: Ray Cammack Shows, Inc.	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)</p>	CASE NUMBER: BC601897 Dept. SSC 7

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): May 14, 2019
2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 20, 2019

Jonathan Ricasa

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT:	CASE NUMBER:
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

COPY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 14 2019

Sherri R. Carter, Executive Officer/Clerk
By: Alfredo Morales, Deputy

Briana M. Kim (SBN 255966)
briana@brianakim.com
Grace E. Pak (SBN 320847)
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LAW OFFICE OF JONATHAN RICASA
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RECEIVED

LOS ANGELES SUPERIOR COURT

MAY 02 2019

S. DREW

Attorneys for Plaintiffs Jose Moya and
Alejandro Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

Jose Moya, individually and on behalf of
all employees similarly situated;

Plaintiff,

v.

Ray Cammack Shows, Inc., Guy W.
Leavitt, Trinity Concessions LLC, Joy
Leavitt Pickett, Ben Pickett, and Doe One
through and including Doe Ten,

Defendants.

Case No.: BC601897

[PROPOSED] JUDGMENT

Hon. Amy D. Hogue
Dept. SSC 7

Hearing Date: April 29, 2019
Time: 2:00 p.m.
Place: Dept. SSC 7
312 North Spring Street
Los Angeles, California 90012

Complaint Filed: November 20, 2015
Trial Date: None

By Fax

Pursuant to the Order Granting the Motion for Final Approval of Class Action Settlement, it is
hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. 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 of Class Action Settlement, the
Amended Stipulation for Class Action Settlement and Release of Claims ("Agreement"), and the

1 Parties' Joint Stipulation to Amend Stipulation for Settlement. Unless otherwise provided herein, all
2 capitalized terms used herein shall have the same meaning as defined in the Agreement.

3 2. The Court finds that the Settlement Class is properly certified as a class for settlement
4 purposes only.

5 3. The Notice provided to the Settlement Class conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
7 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
8 constitutes the best notice practicable under the circumstances, by providing individual notice to all
9 Class Members who could be identified through reasonable effort, and by providing due and adequate
10 notice of the proceedings and of the matters set forth therein to the other Class Members. The notice
11 fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the settlement is fair,
13 reasonable and adequate, that the settlement represents a compromise of the Parties' respective
14 positions, with no admission of wrongdoing by Defendants or any other of the Released Parties and with
15 no finding of liability of any kind, and that the settlement satisfies the standards and applicable
16 requirements for final approval of this class action settlement under California law, including the
17 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

18 5. The Court finds that it has jurisdiction over the subject matter of the action and over all
19 parties to the action, including all members of the Settlement Class, which is defined as: all full-time
20 traveling carnival employees of the Defendants who worked at locations within the State of California
21 during the period November 20, 2011 continuing through and including April 2, 2018, whose names are
22 reflected on Exhibit 3 of the Agreement.

23 6. No Class Members opted out of the Settlement.

24 7. No Class Members objected to the terms of the Settlement.

25 8. Plaintiffs and the Settlement Class Members are bound by this Final Judgment and by the
26 Settlement embodied therein, including the releases provided for in the Settlement and this Final
27 Judgment. As of the Effective Date of this Settlement, by operation of the entry of this Final Judgment,
28 each Settlement Class Member, including Plaintiffs, shall be deemed to have, on behalf of themselves

1 and their heirs, executors, administrators, and assigns, fully released, forever discharged, and covenanted
2 not to sue Defendants and all other Released Parties, and each of them, from any and all Released
3 Claims. As defined in the Agreement, "Released Parties" collectively means: (i) Defendants; (ii)
4 Defendants' respective past, present and future parents, subsidiaries and affiliates, predecessors,
5 successors and assigns; (iii) the past present and future shareholders, members, directors, owners,
6 officers, agents, representatives, employees and the predecessors, successors and assigns of any of the
7 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing with
8 respect to the Released Claims. As defined in the Agreement, "Released Claims" means all claims and
9 causes of action that have been asserted, or that could have been asserted, based on or arising from the
10 facts or allegations pleaded in the Complaint, First Amended Complaint, and Second Amended
11 Complaint, filed by Plaintiffs in the Litigation, whether in an individual or representative capacity,
12 including all wage and hour claims, claims for minimum wages and other unpaid wages, overtime, other
13 compensation, off-the-clock work, failure to provide meal periods, failure to authorize or permit rest
14 periods, wage statement violations, failure to provide pay stubs, record-keeping violations,
15 unreimbursed business expenses, uniforms, mileage, travel expenses, deductions from pay checks,
16 claims under the Private Attorneys General Act of 2004, waiting time penalties, wage theft, conversion,
17 interest, damages, penalties, liquidated damages, restitution, other equitable relief, and attorneys' fees
18 and costs, and the related provisions of the California Labor Code (including California Labor Code
19 Sections 201-204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 515, 558, 1174,
20 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq.), California Business & Professions Code
21 Sections §§ 17200 et seq., and California Code of Civil Procedure § 1021.5. The Released Claims thus
22 include claims that have been pleaded or that could have been asserted by the Settlement Class Members
23 based on the facts or allegations set forth in the Complaint, First Amended Complaint, and Second
24 Amended Complaint, filed by Plaintiffs in the Litigation, including claims against the Release Parties
25 under state or local wage and hour laws, ordinances, or regulations, including claims under the
26 California Labor Code, Wage Order Nos. 5-2001 and 10-2001, the Private Attorneys General Act of
27 2004, the California Civil Code, and the California Business & Professions Code, for relief of any nature
28 arising during the Class Period. With respect to the Settlement Class Members who cash their settlement

1 check, the Released Claims shall also include any and all claims under the Fair Labor Standards Act,
2 including without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, or that could have been
3 asserted based on the facts alleged in the lawsuit under federal law that arise from the allegations pled in
4 this lawsuit.

5 9. Upon entry of this Judgment, compensation to the participating members of the
6 Settlement Class shall be effected pursuant to the terms of the Settlement.

7 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
8 recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the
9 payment of an incentive award to Plaintiff Jose Moya in the amount of \$10,000.00 and the payment of
10 an incentive award to Plaintiff Alejandro Martinez in the amount of \$10,000.00.

11 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
12 \$240,000.00. The apportionment of attorneys' fees is as follows: \$120,000.00 to Briana Kim, PC and
13 \$120,000.00 to Law Office of Jonathan Ricasa.

14 12. The Court approves the reimbursement of litigation expenses in the sum of \$23,800.27.
15 The apportionment of litigation expenses is as follows: \$12,885.22 to Briana Kim, PC and \$10,915.05 to
16 Law Office of Jonathan Ricasa.

17 13. The Court approves a payment of \$12,000, representing any and all allegedly applicable
18 civil penalties under the Private Attorneys General Act of 2004, \$9,000.00 of which will be paid to
19 California's Labor & Workforce Development Agency from the Settlement Fund, with the remaining
20 \$3,000 to be included within the Net Settlement Fund for distribution to the Settlement Class Members.

21 14. The Court approves and orders payment in the amount of \$8,039.00 to Phoenix
22 Settlement Administrators for performance of its settlement claims administration services.

23 15. Any unclaimed funds in the Settlement Administrator's account as a result of the failure
24 to timely cash Individual Settlement Payment checks shall be directed to the Controller of the State of
25 California to be held pursuant to the Unclaimed Property Law.

26 16. Notice of this Judgment shall be given to the Class by posting this Judgment on the
27 Settlement Administrator's website.
28

1 17. Without affecting the finality of the Judgment, the Court shall retain exclusive and
2 continuing jurisdiction over the above-captioned action and the parties, including all Settlement Class
3 Members, for purposes of enforcing the terms of the Judgment entered herein.

4 18. This document shall constitute a judgment for purposes of California Rules of Court,
5 Rule 3.769(h).

6 IT IS SO ORDERED, ADJUDGED, AND DECREED.

7 **MAY 14 2019**
8 Dated: _____

AMY D. HOGUE, JUDGE

 Judge of the Superior Court

PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700 Encino, California 91436. On May 1, 2019, I served the within documents: **[PROPOSED]** **JUDGMENT.**

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseHomePage based on a court order.

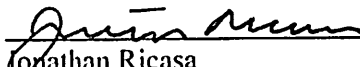
I caused such to be delivered by e-mail to:

N/a.

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on May 1, 2019, at Encino, California.


Jonathan Ricasa

PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700 Encino, California 91436. On May 20, 2019, I served the within documents: **NOTICE OF ENTRY OF JUDGMENT OR ORDER.**

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseHomePage based on a court order.

I caused such to be delivered by e-mail to:

N/a.

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on May 20, 2019, at Encino, California.


Jonathan Ricasa