

COPY

CIV-130

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ian P. Fellerman (SBN 119725) Wiley, Price & Radulovich 1301 Marina Village Parkway, Suite 310 Alameda, CA 94501 TELEPHONE NO.: (510)337-2810 FAX NO. (Optional): (510)337-2811 E-MAIL ADDRESS (Optional): ifellerman@wprlaw.com ATTORNEY FOR (Name): Defendants Channel Control Merchants of CA, et al.	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles MAR 23 2020 Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Lovo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: Yenia Monzon DEFENDANT/RESPONDENT: Channel Control Merchants of CA, et al.	
<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: <p style="text-align: center;">BC716443</p>

TO ALL PARTIES :


1. A judgment, decree, or order was entered in this action on (date): March 10, 2020
2. A copy of the judgment, decree, or order is attached to this notice.

BY FAX

Date: March 23, 2020

Ian P. Fellerman

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

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RECEIVED
LOS ANGELES SUPERIOR COURT
MAR 09 2020
S. DREW

FILED
Superior Court of California
County of Los Angeles
MAR 10 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By Dejane Wortham, Deputy

Attorneys for Plaintiff YENIA MONZON as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES-CENTRAL DISTRICT
SPRING STREET COURTHOUSE

YENIA MONZON, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

CHANNEL CONTROL MERCHANTS OF
CALIFORNIA, LLC a Delaware limited
liability company; CA LIQUIDATORS, INC.,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: BC716443

CLASS ACTION

~~PROPOSED~~ **JUDGMENT**
FOLLOWING ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
AWARDING ATTORNEY'S FEES,
COSTS AND ENHANCEMENT
AWARD

Assigned for all purposes to:
Hon. Ann I. Jones, Dept. SS11

Date: February 28, 2020
Time: 10:00 a.m.
Dept. 11 (Spring Street Courthouse)

Complaint Filed: August 8, 2018
Trial Date: None Set

02/14/2020

[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AWARDING ATTORNEY'S FEES, COSTS AND ENHANCEMENT AWARD

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JUDGMENT

Pursuant to the Order Granting Final Approval of Class Action Settlement, Awarding Attorney's Fees, Costs and Enhancement Award, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Parties' Amended Settlement Agreement (the "Settlement Agreement") entered into by and between Plaintiff YENIA MONZON ("Plaintiff") and Defendants CHANNEL CONTROL MERCHANTS OF CALIFORNIA, LLC and CA LIQUIDATORS, INC. (hereinafter "Defendants") shall be incorporated into this Judgment as though all terms therein are set forth in full. The capitalized terms in this Order shall have the same force and effect as the terms defined in the Settlement Agreement.

2. The Settlement Class consists of the following: All current and former hourly non-exempt employees of Channel Control Merchants of California, LLC (formerly known as California Liquidators, LLC) who worked in California at any time during the Class Period of August 6, 2014 through June 28, 2019.

3. Except as to rights created by the Settlement Agreement, Plaintiff and each Participating Class Member fully release and discharge Defendants and each of their respective current or former shareholders, officers, directors, employees, members, agents, representatives, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries and related entities -- including but not limited to Channel Control Merchants LLC, California Liquidators LLC, HDC Holdings II, LLC and its subsidiaries, and Cal Support Services LLC -- (hereafter the "Released Parties") from all claims that were pled in this Action, together with all claims that could have been pled based on or arising out of any of the facts, allegations or claims in this Action, including but not limited to any rounding claim and any bag check or security line claim. The foregoing release covers the Class Period. In addition, except as otherwise provided by the Settlement Agreement, Class Counsel waives any claim to attorneys' fees and costs against the Released Parties arising from or related to this Action. Except with respect to the Class Counsel Fees and Costs Payment approved by the Court, the Released Parties shall not pay any of Class Counsel's attorneys' fees or costs. In addition, Plaintiff waives and releases the Released Parties

1 from all claims, rights, demands, and causes of action, known or unknown, that she had against
2 any of the Released Parties prior to her execution of the Settlement Agreement, except her
3 pending workers' compensation claims. Plaintiff expressly waives the provisions, rights and
4 benefits of section 1542 of the California Civil Code.

5 4. Notice to Class Members, including the mailing of the Class Notice set forth in the
6 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order.
7 The Notice informed Class Members of the manner in which to request exclusion or to object to
8 the settlement and the deadlines for each, as well as the right to appear at the final approval
9 hearing. Adequate periods of time were provided for each of these procedures. As part of this
10 notice process, one (1) putative class member opted out of the Settlement Class, and zero (0)
11 putative class members objected to the settlement. The putative class member who opted out of
12 the Settlement Class is Sandra L. Martinez de Escobar.

13 5. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2)
14 the October 25, 2019 Order granting preliminary approval of the Settlement; (3) the Ruling and
15 Order granting final approval of the Settlement and granting Class Counsel's request for
16 attorney's fees, costs and enhancement award for Plaintiff Yenja Monzon; and (4) this Order
17 granting Judgment.

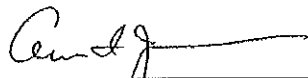
18 6. Neither this Judgment nor the Settlement Agreement shall constitute an admission
19 by Defendants of any liability or wrongdoing, nor is this Judgment a finding of the validity of any
20 of the claims alleged in the lawsuit or a finding of liability or wrongdoing by Defendants.

21 7. Without affecting the validity of this Judgment in any way, the Court shall retain
22 exclusive and continuing jurisdiction over the above-captioned parties, including all Class
23 Members pursuant to California Rules of Court, Rule 3.769 for purposes of supervising,
24 administering, implementing, enforcing, and interpreting the Settlement Agreement and the Final
25 Approval Order.

26 8. The Court finds that the Settlement was made and entered into in good faith and
27 constitutes a fair, reasonable and adequate compromise of the Released Claims against
28 Defendants.

1 9. If this Judgment does not become Final in accordance with the terms of the
2 Settlement Agreement, then the Order granting final approval of the Settlement and this
3 Judgment shall be rendered null and void and shall be vacated and, in such event, all orders
4 entered, including, but not limited to, the conditional certification for purposes of settlement only
5 of a class of Class Members, and all releases delivered in connection herewith, shall be null and
6 void.

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9 DATED: 3-10-20



Honorable Ann I. Jones
Judge of the Superior Court

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18 APPROVED AS TO FORM:

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22 Ian P. Fellerman
23 Attorney for Defendant
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PROOF OF SERVICE

I am a citizen of the United States, employed in the County of Alameda, California, over the age of 18 years, and am not a party to the within-entitled action. My business address is 1301 Marina Village Parkway, Suite 310, Alameda, California 94501. On the date set forth below, I served the following document(s) by the method indicated below:

NOTICE OF ENTRY OF JUDGMENT OR ORDER (JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARDING ATTORNEY'S FEES, COSTS AND ENHANCEMENT AWARD)

- Facsimile** by transmitting via facsimile on this date from fax number (510) 337-2811 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing pursuant to California Code of Civil Procedure §1013(e). The transmitting fax machine complies with California Code of Civil Procedure §1013(e).
- First Class Mail** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Alameda, California addressed as set forth below pursuant to California Code of Civil Procedure §1013(a). I am readily familiar with the business practice at Wiley Price & Radulovich, LLP for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.
- Messenger** by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
- Personal Delivery** by personally hand delivering the document(s) listed above in a sealed envelope(s) to the person(s) at the address(es) set forth below pursuant to California Code of Civil Procedure §1011.
- Electronic Delivery** by uploading the document(s) listed above to the Case Anywhere account pertaining to this case.

Kevin Mahoney
Shawn I. Pardo
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (562) 590-5550
Fax: (562) 590-8400

Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 23, 2020 at Alameda, California.



Pamela Mendes