

1 **LIDMAN LAW, APC**  
2 Scott M. Lidman (SBN 199433)  
3 slidman@lidmanlaw.com  
4 Elizabeth Nguyen (SBN 238571)  
5 enguyen@lidmanlaw.com  
6 Milan Moore (SBN 308095)  
7 mmoore@lidmanlaw.com  
8 2155 Campus Drive, Suite 150  
9 El Segundo, CA 90245  
10 Tel: (424) 322-4772  
11 Fax: (424) 322-4775

12 Attorneys for Plaintiff  
13 MARIA PENA

14 **HAINES LAW GROUP, APC**  
15 Paul K. Haines (SBN 248226)  
16 phaines@haineslawgroup.com  
17 2155 Campus Drive, Suite 180  
18 El Segundo, California 90245  
19 Tel: (424) 292-2350  
20 Fax: (424) 292-2355

21 Attorneys for Plaintiff  
22 MARIA PENA

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
24 **FOR THE COUNTY OF LOS ANGELES**

25 MARIA PENA, as an individual and on  
26 behalf of all others similarly situated,

27 Plaintiff,

28 vs.

29 MARIAK INDUSTRIES, INC., a California  
30 corporation; and DOES 1 through 100,  
31 inclusive,

32 Defendants.

Case No.: 19STCV01575

[Assigned for All Purposes to the Hon. Amy D.  
Hogue, SSC-7]

**[PROPOSED] FINAL JUDGMENT**

Date: December 1, 2020  
Time: 2:00 p.m.  
Dept.: SSC-7

Complaint Filed: January 22, 2019  
Trial Date: None Set

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

**DEC 01 2020**

Sherri R. Carney, Clerk  
Alfredo Morales deputy  
ALFREDO MORALES

1 This matter came on regularly for hearing before this Court on December 1, 2020,  
2 pursuant to California Rule of Court 3.769 and this Court's July 28, 2020 Order Granting  
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having  
4 considered the parties' Stipulation of Settlement, including the Addendum to the Stipulation of  
5 Settlement (collectively referred to herein as ("Settlement"))<sup>1</sup> and the documents and evidence  
6 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and  
7 enters JUDGMENT as follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with  
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval  
10 of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt, hourly employees who worked for  
12 Defendant Mariak Industries, Inc. in California at any time from January  
22, 2015 through February 22, 2020.

13 2. Plaintiff Maria Pena is hereby confirmed as Class Representative, and Scott M.  
14 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of  
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The  
17 form and manner of notice were approved by the Court on July 28, 2020, and the notice process  
18 has been completed in conformity with the Court's Order. The Court finds that said notice was  
19 the best notice practicable under the circumstances. The Class Notice provided due and adequate  
20 notice of the proceedings and matters set forth therein, informed Settlement Class members of  
21 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),  
22 California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, that  
24 one (1) Settlement Class member has opted out of the Settlement, and that the 99.9%

25  
26  
27 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that  
28 assigned to them in the Settlement.

1 participation rate in the Settlement supports final approval. The one (1) individual who opted  
2 out is: Karla Iris Calderon.

3 5. The Court hereby approves the settlement as set forth in the Settlement  
4 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement  
5 Agreement according to its terms.

6 6. For purposes of settlement only, the Court finds that (a) the members of the  
7 Settlement Class are ascertainable and so numerous that joinder of all members individually is  
8 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there  
9 is a well-defined community of interest among members of the Settlement Class with respect to  
10 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the  
11 claims of the members of the Settlement Class; (d) the Class Representative has fairly and  
12 adequately protected the interests of the Settlement Class members; (e) a class action is superior  
13 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel  
14 are qualified to serve as counsel for the Class Representative and the Settlement Class.

15 7. The Court orders that that Defendant deposit the Gross Settlement Amount of  
16 One Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,375,000.00)  
17 with Phoenix Settlement Administrators ("Phoenix"), the Settlement Administrator, as provided  
18 for in the Settlement.

19 8. The Court finds that the settlement payments, as provided for in the Settlement,  
20 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the  
21 individual payments in conformity with the terms of the Settlement.

22 9. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff  
23 Maria Pena is appropriate for her risks undertaken and service to the Settlement Class. The Court  
24 finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
25 Administrator make this payment in conformity with the terms of the Settlement.

26 10. The Court finds that attorneys' fees in the amount of \$458,333.33 and litigation  
27 costs of \$14,961.59 for Class Counsel, are fair, reasonable, and adequate, and orders that the  
28

1 Settlement Administrator distribute these payments to Class Counsel in conformity with the  
2 terms of the Settlement.

3 11. The Court orders that the Settlement Administrator shall be paid \$13,750.00 from  
4 the Gross Settlement Amount for all of its work done and to be done until the completion of this  
5 matter, and finds that sum appropriate.

6 12. The Court finds that the payment to the California Labor & Workforce  
7 Development Agency (“LWDA”) in the amount of \$15,000.00 (75% of \$20,000.00) for its share  
8 of the settlement of Plaintiff’s representative action under the California Labor Code Private  
9 Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement  
10 Administrator to distribute this payment to the LWDA in conformity with the terms of the  
11 Settlement.

12 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for  
13 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant  
14 separately from, and in addition to, the Gross Settlement Amount.

15 14. The Court finds and determines that upon satisfaction of all obligations under the  
16 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will  
17 have released the Released Claims as set forth in the Settlement, and will be permanently barred  
18 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

19 15. Upon satisfaction of all obligations under the Settlement and the Final Approval  
20 Order, by virtue of this Judgment, Plaintiff and each Settlement Class member, on behalf of  
21 themselves, their respective spouses, heirs, executors, representatives, assigns, estates, and  
22 attorneys, will fully release and discharge Mariak, and all of its affiliated predecessor and  
23 successor entities, and each such entity’s respective present and former subsidiaries, affiliates,  
24 parents, agents, employees, former employees, partners, principals, heirs, owners, directors,  
25 officers, attorneys, trustees, insurers, representatives, accountants, auditors, consultants, and any  
26 of their successors, predecessors, and assigns, (collectively the “Released Parties”), from all  
27 claims, demands, rights, liabilities, and causes of action that were pled in any of the Complaints  
28

1 in the Action, or which could have been pled in any of the Complaints in the Action based on  
2 the factual allegations therein, that arose during the Class Period including, but not limited to,  
3 the following claims: (a) failure to provide meal periods; (b) failure to provide accurate, itemized  
4 wage statements; (c) all claims for unfair business practices that could have been premised on  
5 the facts, claims, causes of action, or legal theories described above; (d) all claims under the  
6 PAGA that could have been premised on the facts, claims, causes of action, or legal theories  
7 described above; and (e) all claims for failure to maintain time records that could have been  
8 premised on the facts, claims, causes of action, or legal theories described above (collectively,  
9 “Released Claims”).

10 16. Pursuant to the Settlement, and in consideration for her service award, Plaintiff  
11 and Settlement Class member, Maria, in addition to the Released Claims described above,  
12 releases all claims, whether known or unknown, under federal, state or local law against the  
13 Released Parties. The Parties understand and agree that Plaintiff Maria Pena is not, by way of  
14 this release, releasing any workers’ compensation claims nor any other claims which cannot be  
15 released as a matter of law. Notwithstanding the foregoing, Plaintiff Maria Pena understands  
16 that this release includes unknown claims and that she is, as a result, waiving all rights and  
17 benefits afforded by Section 1542 of the California Civil Code, which provides:

18 **A general release does not extend to claims which the creditor or**  
19 **releasing party does not know or suspect to exist in his or her favor at**  
20 **the time of executing the release and that, if known by him or her,**  
21 **would have materially affected his or her settlement with the debtor or**  
22 **released party.**

23 17. The period of the Release shall extend to the limits of the Class Period. The *res*  
24 *judicata* effect of the judgment will be the same as that of the Release.


25 18. The releases identified herein shall not be effective unless and until the Settlement  
26 is fully funded by Mariak.

1           19.     This document shall constitute a final judgment pursuant to California Rule of  
2 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final  
3 approval hearing, the court must make and enter judgment. The judgment must include a  
4 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the  
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
6 entry of judgment."

7           20.     The Court will retain jurisdiction to enforce the Settlement, the Final Approval  
8 Order, and this Judgment.

9           **JUDGMENT IS SO ENTERED.**

10  
11 Dated: 12/1, 2020

  
\_\_\_\_\_  
Honorable Amy D. Hogue  
Judge of the Superior Court

**PROOF OF SERVICE**

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF LOS ANGELES )

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
5 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El  
6 Segundo, California 90245.

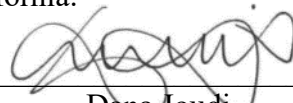
7 On December 1, 2020, I served the foregoing document(s) described as: **FINAL**  
8 **JUDGMENT** on the interested party(ies) in this action as follows:

9 Aaron N. Colby, Esq.  
10 Kyle Klein, Esq.  
11 Paul Rodriguez, Esq.  
12 **DAVIS WRIGHT TREMAINE LLP**  
13 865 South Figueroa Street, 24<sup>th</sup> Floor  
14 Los Angeles, California 90017  
15 *Attorney for Defendant* MARIK INDUSTRIES, INC.

16  (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and  
17 processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or  
18 package addressed to the persons at the address(es) listed above. Under the practice the  
19 correspondence would be deposited with the U.S. postal service on the same day with postage  
20 thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that  
21 on motion of the party served, service is presumed invalid if postage cancellation date or postage  
22 date is more than one day after date of deposit for mailing in affidavit.

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

25 Executed on December 1, 2020, at El Segundo, California.

26   
27 \_\_\_\_\_  
28 Dana Joudi