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FILED
LOS ANGELES SUPERIOR COURT

JUL 26 2021

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RECEIVED
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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 YESENIA PIZANO, as an individual and on
17 behalf of all others similarly situated,

Case No.: 19STCV22476

FAXED

18
19 Plaintiff,

[Assigned for All Purposes to Hon. Maren E.
Nelson, SSC-17] *mm*

20 vs.

~~PROPOSED~~ FINAL JUDGMENT

21 AQUAFINE CORPORATION, a California
22 corporation; and DOES 1 through 100,
inclusive,

Date: July 26, 2021
Time: 10:00 a.m.
Dept.: SSC-17

23 Defendants.

Complaint Filed: June 27, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on July 26, 2021, pursuant
2 to California Rule of Court 3.769 and this Court’s March 19, 2021 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Class Action Settlement Agreement (referred to hereinafter as “Amended
5 Settlement” or “Amended Settlement Agreement”)¹ and the documents and evidence presented
6 in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters
7 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.

11 2. The Settlement Class is defined as:

12 All individuals whom Aquafine Corporation employed as a nonexempt employee
13 in California at any time from June 27, 2015 through September 28, 2020.²

14 3. PAGA Employees are defined as follows:

15 All individuals whom Aquafine Corporation employed as a nonexempt employee
16 in California at any time from June 27, 2018 through September 28, 2020.

17 4. Notice was provided to the Settlement Class as set forth in the Amended
18 Settlement Agreement. The Notice of Settlement provided due and adequate notice of the
19 proceedings and matters set forth therein, informed Class Members of their rights, and fully
20 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
21 Court 3.769, and due process.

22 5. The Amended Settlement Agreement is fair, reasonable, and adequate.

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25 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
26 assigned to them in the Amended Settlement.

27 ² The Settlement Class excludes the two Class Members who submitted timely, valid Requests
28 for Exclusion: Carmen Pat Fiorello Jr. and Evano J. Perera, Jr.

1 6. The Court finds and determines that upon payment of the Gross Settlement
2 Amount to the Qualified Settlement Fund, all Settlement Class Members will be bound by the
3 Settlement, will have released the Released Claims as set forth in the Amended Settlement, and
4 will be permanently barred from prosecuting against Defendant any of the Released Claims
5 pursuant to the Amended Settlement.

6 7. Upon payment of the Gross Settlement Amount to the Qualified Settlement Fund,
7 all Settlement Class Members and each Settlement Class Member's executors, administrators,
8 representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians shall fully
9 release and discharge Aquafine Corporation and each and all of its current or former subsidiaries,
10 parents, affiliates, joint ventures, predecessors, insurers, agents, employees, successors, assigns,
11 officers, officials, directors, attorneys, personal representatives, executors, and shareholders,
12 including their respective pension, profit sharing, savings, health, and other employee benefits
13 plans of any nature, the successors of such plans, and those plans' respective current or former
14 trustees and administrators, agents, employees, and fiduciaries (collectively the "Released
15 Parties"), from any claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
16 expenses, attorney's fees, damages, action or causes of action of whatever kind or nature,
17 contingent or accrued, that were alleged or that reasonably could have been alleged based on the
18 facts alleged in the Action, including, but not limited to, any claims under state law, claims for
19 failure to provide meal periods, claims for failure to provide rest periods, claims for failure to
20 timely pay wages, claims for failure to provide accurate itemized wage statements, claims for
21 failure to maintain accurate records, and claims for unfair and unlawful practices, claims under
22 the applicable Wage Orders, and claims based on Labor Code sections 201, 202, 203, 204, 210,
23 218.5, 218.6, 226 *et seq.*, 226.3, 226.7, 512, 516, 558, 1174, and 1197.1, as well as claims under
24 the California Business and Professions Code sections 17200 *et. seq.*, 17203, and 17208 that
25 were alleged or could have been premised on the facts, claims, causes of action or legal theories
26 alleged in the lawsuit, California Civil Code sections 3287(b) and 3289, and California Code of
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1 Civil Procedure section 1021.5 (collectively, the “Released Claims”). This release applies to
2 any of the Released Claims arising at any time from June 27, 2015 through September 28, 2020.

3 8. Upon the payment of the Gross Settlement Amount to the Qualified Settlement
4 Fund, and except as to the right to enforce the terms and conditions of this Agreement, each
5 PAGA Employee—and each PAGA Employee’s executors, administrators, representatives,
6 agents, heirs, successors, assigns, trustees, spouses, or guardians—releases all Released Parties
7 from any claims under the Private Attorneys’ General Act of 2004 (Labor Code §§ 2698 et seq.)
8 that were alleged or that reasonably could have been alleged based on the facts alleged in the
9 Complaint and Plaintiff’s LWDA Letter, including, but not limited to, claims for failure to
10 provide meal periods, claims for failure to provide rest periods, claims for failure to timely pay
11 wages, claims for failure to provide accurate itemized wage statements, claims for failure to
12 maintain accurate records, claims under Wage Order 1, and claims based on Labor Code sections
13 201, 202, 203, 204, 210, 226 *et seq.*, 226.3, 226.7, 512, 516, 558, 1174, and 2699 (collectively,
14 “PAGA Released Claims”). This release applies to any of the PAGA Released Claims arising at
15 any time from June 27, 2018 through September 28, 2020.

16 9. Upon the payment of the Gross Settlement Amount to the Qualified Settlement
17 Fun, and in addition to the release given by each Settlement Class Member, the Class
18 Representative has voluntarily separated her employment and generally releases all claims,
19 known or unknown, against each Released Party through the date the court enters its Final
20 Approval Order to the fullest extent allowed by law. This general release includes claims arising
21 from the Class Representative’s relationship with Aquafine Corporation, including, without
22 limitation, claims for unpaid wages and liquidated damages under state law or the Fair Labor
23 Standards Act, claims for discrimination, harassment, or retaliation pursuant to Title VII of the
24 Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, the California Fair Employment and
25 Housing Act, California Gov’t Code Section 12900 *et seq.*, and claims for violation of public
26 policy. This general release shall not apply to any claims that may not be waived as a matter of
27 law, including claims for workers’ compensation benefits. This general release by the Class
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1 Representative also includes a waiver of rights under California Civil Code Section 1542, which
2 states:

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

7 10. This document shall constitute a final judgment pursuant to California Rule of
8 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
9 approval hearing, the court must make and enter judgment. The judgment must include a
10 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
11 judgment. The court may not enter an order dismissing the action at the same time as, or after,
12 entry of judgment." The named Plaintiff/Class Representative, all Settlement Class Members,
13 and all PAGA Employees shall take nothing from Aquafine Corporation except as expressly set
14 forth in the Amended Settlement Agreement and Final Approval Order.

15 11. Except as otherwise provided in the Amended Settlement Agreement and
16 approved by this Court, the parties are to bear their own costs and attorneys' fees.

17 12. Without affecting the finality of this Final Approval Order, the Court will retain
18 jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

19 **JUDGMENT IS SO ENTERED.**

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21 Dated: 7/26, 2021

22 Maren E. Nelson
23 Honorable Maren E. Nelson
24 Judge of the Superior Court
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