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ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 11 2018

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

Attorneys for Plaintiff and the Settlement Class

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MARCO CARRILLO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

LOS ANGELES PARTYWORKS, INC., and
DOES 1-50, inclusive,

Defendants.

Case No.: BC657864

[CLASS ACTION]

*Assigned for all purposes to Judge Maren E.
Nelson, Department SSC-17*

~~[PROPOSED]~~ FINAL CLASS-ACTION
JUDGMENT

Judge: Hon. Maren E. Nelson
Department: SSC-17

Date Action Filed: April 14, 2017

BY FAX

RECEIVED

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Date Processed _____
By: Tanya Herrera _____

1 [PROPOSED] FINAL CLASS-ACTION JUDGMENT

2 The Motion for Final Approval of Class-Action Settlement came before the Court on
3 November 9, 2018. Consistent with the Court's Order Granting Motion for Preliminary Approval of
4 Class Action Settlement ("Preliminary Approval Order"), filed and entered on May 25, 2018, the
5 Court's Order Granting Motion for Final Approval of Class Action Settlement, filed and entered on
6 November 14, 2018 ("Final Approval Order"), the Amended Stipulation of Settlement and Release
7 ("Settlement"), and due and adequate notice having been given to all Settlement Class Members as
8 required in the Preliminary Approval Order, and the Court having considered all papers filed and
9 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is
10 hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement.

12 2. Consistent with the definitions provided in the Settlement, the terms "Settlement
13 Class" or "Settlement Class Members" mean all current and former hourly, non-exempt
14 employees that worked for Los Angeles Partyworks, Inc. ("Defendant") during the period
15 commencing on April 24, 2013 and ending May 25, 2018. The Settlement Class encompasses any
16 persons working for Defendant as an independent contractor that would otherwise be within the
17 scope of the Settlement Class definition.

18 3. "Claimants" means those Settlement Class Members who do not submit an
19 Exclusion Letter.

20 4. This Court has jurisdiction over the subject matter of this Lawsuit and over all
21 Parties to this Lawsuit, including all Claimants, until the Settlement is fully administered.

22 5. All Claimants and all Class Released Claims are covered by and included within the
23 Settlement and this Final Class-Action Judgment.

24 6. ~~The Court hereby finds the Settlement was entered into in good faith pursuant to~~
25 ~~and within the meaning of California Code of Civil Procedure § 877.6.~~ The Court further finds that
26 the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and
27 applicable requirements for final approval of this class action settlement under California and

1 federal law, including the provisions of California Code of Civil Procedure § 382 and Federal Rule
2 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*
3 (1971) 4 Cal.3d 800, 821. *as set forth in its order of*

4 ~~7. The Court finds that the Settlement has been reached as a result of intensive, serious~~
5 ~~and non-collusive arms-length negotiations. The Court further finds that the Parties have~~
6 ~~conducted extensive and costly investigation and research, and counsel for the Parties are able to~~
7 ~~reasonably evaluate their respective positions. The Court also finds that Settlement at this time will~~
8 ~~avoid additional substantial costs, as well as avoid the delay and risks that would be presented by~~
9 ~~the further prosecution of the Lawsuit. The Court has reviewed the benefits that are being granted~~
10 ~~as part of the Settlement and recognizes the significant value to the Claimants.~~

11 8. The Court also finds that the Settlement Class is properly certified as a class and
12 collective for settlement purposes only, and orders that the Settlement Class be certified for
13 settlement purposes only.

14 9. Distribution of the Notice Packet directed to the Settlement Class Members as set
15 forth in the Settlement has been completed in conformity with the Preliminary Approval Order,
16 including individual notice to all Settlement Class Members who could be identified through
17 reasonable effort, and the best notice practicable under the circumstances. The Notice Packet was
18 comprised of The Notice of Proposed Class Action Settlement, Hearing Date for Court Approval,
19 and Claims Procedure and Class Form and the Class Form. The Notice Packet provided due and
20 adequate notice of the proceedings and of the matters set forth therein, including the proposed
21 Settlement, to all persons entitled to the Notice Packet, and the Notice Packet and its distribution
22 fully satisfied the requirements of due process.

23 10. The Court hereby approves the Settlement, and directs the Parties to effectuate the
24 Settlement according to its terms. *as set forth in the order of 11/14/18*

25 11. As of the date of entry of this Final Class-Action Judgment, each and every Class
26 Released Claim of each and every Claimant is and shall be deemed to be conclusively released as
27 against Los Angeles Partyworks, Inc. As of the date of entry of this Final Class-Action Judgment,
28

1 Plaintiff and each and every Settlement Class Member who has not submitted a valid Exclusion ~~Letter~~ ^{is} ~~is~~ hereby released and forever barred and enjoined from prosecuting the Class Released
2 Letter is hereby released and forever barred and enjoined from prosecuting the Class Released
3 Claims, except as to such rights or claims as may be created by the Settlement, against Los
4 Angeles Partyworks, Inc. "Class Released Claims" means all causes of action that were alleged or
5 that could have been alleged based on the facts contained in the operative Complaint (or First
6 Amended Complaint) through preliminary approval of the Settlement, including causes of action
7 for failure to pay regular, minimum, and overtime wages, willful misclassification of employees as
8 independent contractors, failure to pay all wages earned at the time of separation (Labor Code
9 section 203), failure to properly calculate overtime wages, failure to provide meal periods, failure
10 to provide rest periods, unfair competition, and failure to furnish itemized wages statements in
11 violation of Labor Code section 226, that arose or will arise from employment by Los Angeles
12 Partyworks, Inc. during the Class Period, and all damages, penalties, PAGA penalties, interest and
13 other amounts recoverable under said causes of action under any state or federal statutory or
14 common law. Los Angeles Partyworks, Inc. will only get a release of all Fair Labor Standards Act
15 claims for those Claimants that cash their Settlement checks.

16 12. The Court finds and orders that the Settlement is and constitutes a fair, reasonable
17 and adequate compromise of the Class Released Claims against Defendant.

18 13. The Parties entered into the Settlement to resolve the dispute that has arisen
19 between them and to avoid the burden, expense and risk of continued litigation. The Settlement is
20 a compromise of disputed claims and the execution of the Settlement and/or compliance with the
21 Settlement shall not be construed as an admission of any liability whatsoever or responsibility on
22 the part of any Party for any purpose, including, but not limited to, a violation of any order, law,
23 statute, duty, or contract, or any act of discrimination or harassment or retaliation whatsoever
24 against one Party against the other or any other person. Los Angeles Partyworks, Inc. specifically
25 denies any liability for any claims alleged in the Lawsuit and denies any violation of any order,
26 law, statute, duty or contract.

1 14. The Court hereby enters judgment in the entire Lawsuit as of the filing date of this
2 Final Class-Action Judgment, pursuant to the terms set forth in the Settlement. Without affecting
3 the finality of this Final Class-Action Judgment in any way, the Court hereby retains continuing
4 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all
5 orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

6 15. ~~The Court hereby finds the Individual Settlement Payments provided for under the~~
7 ~~Settlement and the Notice Packet to be fair and reasonable in light of all the circumstances.~~ The
8 Court, therefore, orders the calculations and the payments to be made and administered in
9 accordance with the terms of the Settlement and the Notice Packet *and order E 11/14/18*

10 16. The Court hereby approves and orders payment in the amount of \$5,000.00 from
11 the Maximum Settlement Amount for the PAGA Payment, \$3,750.00 of which is payable to the
12 California Labor Workforce Development Agency.

13 17. The Court hereby confirms Plaintiff Marco Carrillo as Class Representative and
14 Schneider Wallace Cottrell Konecky Wotkyns LLP as Class Counsel in the Lawsuit.

15 18. The Court hereby approves and orders the Service Award to Plaintiff Marco
16 Carrillo, in the amount of \$5,000.00 from the Maximum Settlement Amount for his efforts on
17 behalf of the Settlement Class.

18 19. Pursuant to the terms of the Settlement, and ~~the authorities, evidence and argument~~ *as set forth in the Order*
19 ~~submitted by Class Counsel,~~ the Court hereby awards Class Counsel attorneys' fees in the amount *CB*
20 of \$100,000.00, and attorneys' costs in the amount of \$15,209.93, from the Maximum Settlement *11/14/18*
21 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
22 incurred by and/or owed to Class Counsel and any other person or entity related to the Lawsuit.
23 The Court further orders that the Fee and Expense Award set forth in this Paragraph shall be
24 administered pursuant to the terms of the Settlement, and transferred and/or made payable to
25 Schneider Wallace Cottrell Konecky Wotkyns LLP as Class Counsel in the Lawsuit.

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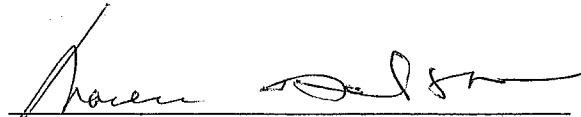
1 20. The Court also hereby approves and orders payment from the Maximum Settlement
2 Amount for actual Administration Costs incurred by the Settlement Administrator, CPT Group, in
3 the amount of \$13,500.00.

4 21. Provided the Settlement becomes effective under the terms of the Settlement, the
5 Court also hereby orders that the deadlines for making the Court-approved payments for the
6 Individual Settlement Payments, the PAGA Payment, the Fee and Expense Award, the Service
7 Award, and the Administration Costs are as set forth in the ^{order of 11/14/18} Implementation Schedule within the
8 ~~Notice of Motion and Motion for Final Approval of Class-Action Settlement.~~

9 22. The Court also hereby finds that there were no objections to the Settlement raised
10 by any persons in writing or on the record at the hearing on the Motion for Final Approval of
11 Class-Action Settlement. *and that no person filed a request to*
12 *opt out of the settlement.*

13 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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16 Dated: 12/11/18


THE HONORABLE MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT