

FILED
Superior Court of California
County of Los Angeles

JUN 10 2019

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RECEIVED
LOS ANGELES SUPERIOR COURT

MAY 10 2019

S. DREW

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17
18 JOSE MOLINA, as an individual and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 vs.

22 MADER NEWS, INC., a California
23 corporation; and DOES 1 through 100,

24 Defendants.

Case No. BC685960

[Assigned for all purposes to the Hon. Yvette M. Palazuelos, Dept. SSC-9]

[PROPOSED] FINAL JUDGMENT

Date: June 10, 2019
Time: 10:00 a.m.
Dept.: SSC-9

Complaint Filed: December 6, 2017
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 10, 2019, pursuant
2 to California Rule of Court 3.769 and this Court's January 30, 2019 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Amended Joint Stipulation Re Class Settlement Agreement ("Settlement" or "Settlement
5 Agreement")¹ and the documents and evidence presented in support thereof, and the submissions
6 of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

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

10 Any current and former non-exempt employee of Defendant Mader News,
11 Inc. who worked in California for Defendant Mader News, Inc. at any time
12 from December 6, 2013 through January 30, 2019, including without
13 limitation any non-exempt employee who was paid at least in part on a
14 piece-rate basis.

15 2. Plaintiff Jose Molina is hereby confirmed as Class Representative, and Scott M.
16 Lidman and Elizabeth Nguyen of Lidman Law, APC and Paul K. Haines and Tuvia Korobkin of
17 Haines Law Group, APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
19 was approved by the Court on January 9, 2019, and the notice process has been completed in
20 conformity with the Court's Preliminary Approval Order. The Court finds that said notice was
21 the best notice practicable under the circumstances. The Class Notice provided due and adequate
22 notice of the proceedings and matters set forth therein, informed Settlement Class members of
23 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
24 California Rule of Court 3.769, and due process.

25 4. The Court finds that no Settlement Class member objected to the Settlement, no
26 Settlement Class member opted out of the Settlement, and that the 100% participation rate in the
27 Settlement supports final approval.

28 5. The Court hereby approves the Settlement as set forth in the Settlement

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

1 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
2 Agreement according to its terms.

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

12 7. The Court finds that given the absence of objections to the Settlement, and
13 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
14 of notice of entry.

15 8. The Court orders that Mader News, Inc. deliver the Maximum Settlement Amount
16 of \$300,000.00 to CPT Group, Inc., the Settlement Administrator, as provided for in the
17 Settlement. Due to Defendant's financial condition, Defendant shall pay the MSA over three
18 years in twelve (12) quarterly and equal installments of Twenty-Five Thousand Dollars and Zero
19 Cents (\$25,000.00). On February 27, 2019, Mader News, Inc. funded its first installment
20 payment of \$25,000.00. Mader News, Inc. shall make each of the subsequent eleven (11)
21 payments on or before the last calendar day of the given quarter.

22 9. The Court finds that the settlement payments, as provided for in the Settlement,
23 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
24 individual payments in conformity with the terms of the Settlement.

25 **10. The Court finds that an enhancement payment in the amount of \$5,000.00 for**
26 **Plaintiff Jose Molina is appropriate for his risks undertaken and service to the Settlement Class.**
27 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in conformity with the terms of the Settlement.

1 11. The Court finds that attorneys' fees in the amount of \$100,000.00, and actual
2 litigation costs of \$13,271.55 ^{^ IN LIGHT OF THE BENEFIT OBTAINED FOR THE CLASS} for Class Counsel, are fair, reasonable, and adequate, and orders
3 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
4 the terms of the Settlement. (2)

5 12. The Court orders that the Settlement Administrator shall be paid \$14,000.00 from
6 the Maximum Settlement Amount for all of its work done and to be done until the completion of
7 this matter, and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
10 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
11 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement and as otherwise set
13 forth in this Judgment.

14 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
15 the portion of the Distributable Amount allocated to wages shall be paid by Mader News, Inc.
16 separately from the Maximum Settlement Amount.

17 15. The Court finds and determines that upon satisfaction of all obligations under the
18 Settlement and this Judgment, all Settlement Class members are bound by the Settlement, have
19 released the Released Claims as set forth in the Settlement, and are permanently barred from
20 prosecuting against Defendant Mader News, Inc. any individual or class claims pursuant to the
21 Settlement.

22 16. Upon satisfaction of all obligations under the Settlement and the Final Approval
23 Order, by virtue of this Judgment, Plaintiff and each Settlement Class member will fully release
24 and discharge Defendant, and its respective agents, attorneys, insurers, past, present and future
25 **divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors,**
26 managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees,
27 executors, partners, parents, owners, subsidiaries, privies, and/or any and all persons and/or
28 corporate entities acting by, through, under or in concert with any of them, (collectively, the

1 “Released Persons”) of any and all claims, debts, liabilities, demands, obligations, guarantees,
2 costs, expenses, attorneys’ fees, damages, or causes of action which relate to any and all claims
3 alleged or which could have been alleged based on the facts in the Operative Complaint during
4 the Class Period under any federal, state or local law, and shall specifically include but is not
5 limited to claims for unpaid overtime wages, unpaid minimum wages, failure to pay all wages at
6 the agreed upon rate (including pursuant to Labor Code §§ 221-223), failure to provide meal
7 periods, failure to authorize and permit rest periods, failure to provide accurate itemized wage
8 statements, failure to reimburse necessary business expenses, unfair competition (pursuant to
9 Business and Professions Code § 17200 et. seq.), civil penalties under the Private Attorneys
10 General Act (Labor Code § 2698 et seq.), and any other claims, including penalties, pertaining to
11 the Class Members which were alleged or could have been alleged in Operative Complaint. With
12 regard to the claims that could have been alleged, the release described herein applies only to
13 such claims if the Operative Complaint contains a factual basis for said claims (collectively, the
14 “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The
15 *res judicata* effect of the judgment will be the same as that of the Release.

16 17. Pursuant to the Settlement, and in consideration for his enhancement payment,
17 Plaintiff and Settlement Class member Jose Molina, in addition to the Released Claims described
18 above, Plaintiff’s irrevocable and unconditional release, acquittal, and discharge of the Released
19 Persons and all persons and/or corporate entities acting by, through, under or in concert with any
20 of them, or any of them, from any and all complaints, claims, liabilities, obligations, promises,
21 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys’ fees
22 and costs actually incurred), of any nature whatsoever, including but not limited to claims arising
23 from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e);
24 the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the
25 **Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-**
26 **633a);** the Older Workers’ Benefit Protection Act; the Private Attorneys General Act of 2004
27 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 96; and claims of intentional infliction of
28 emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of

1 implied contract or for claims of a breach of the covenant of good faith and fair dealing, as well
2 as any other express or implied covenant; or any other statute or common law principle of similar
3 effect, known or unknown, which the person giving this release now has, owns, or holds, or
4 claims to have, own or hold, or which said person at any time heretofore had, owned, or held, or
5 claimed to have, own, or hold or which said person at any time hereinafter may have, own, or
6 hold, or claim to have, own, or hold, against each or any of the Released Persons, arising from
7 acts, events, or circumstances occurring on or before the effective date of this Agreement. As to
8 the foregoing claims, Plaintiff expressly waives the benefits of California *Civil Code* §1542. *Civil*
9 *Code* §1542 provides:

10 **A general release does not extend to claims which the creditor does not know**
11 **or suspect to exist in his or her favor at the time of executing the release, which**
12 **if known by him or her must have materially affected his or her settlement**
13 **with the debtor.**

14 The Personal Release is not intended, nor does it cover, any claims that cannot be released
15 as a matter of law, including without limitation all claims under the exclusive jurisdiction of the
16 Workers' Compensation Appeals Board ("WCAB").

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

23 19. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
24 Order, and this Judgment.

25 **JUDGMENT IS SO ENTERED.**

26 Dated: June 10, 2019
27
28


Honorable CAROLYN B. KUHLC
Judge of the Superior Court