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**FILED**  
Superior Court of California  
County of Los Angeles  
07/05/2023

David W. Slayton, Executive Officer / Clerk of Court  
By:                     A. He                     Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

11 THOMAS PENA, an individual, individually  
12 and on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 AYZENBERG GROUP, INC., a California  
15 Corporation; ERIC AYZENBERG, an  
16 individual; ADRIANE ZAUDKE, an  
17 individual; KRISTEN VAIK VAZQUEZ, an  
18 individual; and DOE 1 through and including  
19 DOE 10,

18 Defendants.

Case No: 21STCV15447  
Related to Case No. 21STCV42580

*Assigned to the Hon. Maren Nelson, Dept. 17*

**~~PROPOSED~~ JUDGMENT RE CLASS  
ACTION SETTLEMENT**

Date: June 20, 2023  
Time: 9:00 a.m.  
Dept.: 17  
Location: Spring Street Courthouse  
312 N. Spring St.  
Los Angeles, CA 90012

Electronically Received 07/03/2023 03:00 PM

1 ~~PROPOSED~~ JUDGMENT

2 In accordance with, and for the reasons stated in the Order Granting Final Approval of  
3 Class Action Settlement, judgment shall be entered whereby Plaintiffs Thomas Pena, Mark Ramsey and  
4 Eric Ulbrich (“Plaintiffs”) and all Settlement Class Members shall take nothing from Defendants  
5 Ayzenberg Group, Inc., Eric Ayzenberg, Adriane Zaudke, and Kristen Vaik Vazquez (“Defendants”),  
6 except as expressly set forth in the Class Action and PAGA Settlement Agreement and Class Notice  
7 (“Settlement” or “Settlement Agreement”), which was filed as part of Plaintiffs’ Motion for Final  
8 Approval of Class Action Settlement, which was granted on June 20, 2023.

9 1. Judgment is hereby entered pursuant to the Parties’ Settlement Agreement and is intended  
10 to effectuate the settlement as more fully described in the Settlement Agreement. Pursuant to Code of  
11 Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves  
12 exclusive and continuing jurisdiction over this Action, the Parties and the Class Members for the  
13 purposes of supervising:

- 14 (a) the implementation, enforcement, construction, and interpretation of the Settlement, the  
15 Order Granting Final Approval of Class Action Settlement, and the Judgment; and
- 16 (b) distribution of amounts paid under this Settlement.

17 2. The certified Class is defined as:

18 For the period from October 24, 2016, through and including February 8, 2023, all  
19 persons paid compensation (directly or through a loan-out entity) on account of services  
20 provided for Defendant in the production of Motion Pictures, as defined by California  
Labor Code § 201.5, (the “Settlement Class”). Excluded from the Settlement Class are  
all persons who properly and timely submit a request for exclusion.

21 There were zero requests for exclusion to the Settlement in response to the Class Notice.

22 Accordingly, Plaintiffs and all the Class Members shall be deemed conclusively to have made  
23 the following releases set forth in sections I.44 and XVI.2 of the Settlement Agreement:

24 Following the Effective Date, and upon Defendant fully funding the Class Settlement  
25 Amount, all Class Members shall fully release Released Parties of the Released Claims  
26 for the Class Period. The Released Claims include any and all claims, wage and hour  
27 claims, rights, demands, liabilities and causes of action of any nature or description  
28 arising from the facts and claims asserted in the Operative Complaint, as amended, and/or  
that could have been asserted based on the facts alleged in the Operative  
Complaint, as amended, against Defendant, including without limitation, statutory,  
constitutional, contractual or common law claims for wages, damages, unpaid costs,  
penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution,

1 equitable relief or other relief under Business & Professions Code § 17200, et seq., based  
2 on the following categories: (a) any and all claims involving any alleged failure to pay  
3 the minimum wages required by federal, state or local law, including prevailing wages;  
4 (b) any and all claims arising under federal, state or local law involving any alleged  
5 failure to pay for all hours worked, including but not limited to any claim for minimum,  
6 straight time, overtime, or double time wages; (c) any and all claims arising under  
7 federal, state or local law involving any alleged failure to pay straight time, overtime or  
8 double time wages, including but not limited to any claim involving “off the clock” work,  
9 and any claim involving Defendant’s workday or workweek, and any claim involving  
10 failure to include shift differentials, bonuses, other incentive pay, or compensation of any  
11 kind in the “regular rate” of pay; (d) any and all claims arising under federal, state or  
12 local law involving any alleged failure to properly provide meal periods and/or authorize  
13 and permit rest periods, to pay premiums for missed, late, short or interrupted meal  
14 and/or rest periods, or to pay such premiums at the regular rate of compensation required  
15 by Labor Code § 226.7; (e) any and all claims arising under federal, state or local law  
16 involving any alleged failure to keep accurate records or to issue proper wage statements;  
17 (f) any and all claims arising under federal, state or local law involving any alleged  
18 failure to timely pay wages, including but not limited to any claim that Defendant  
19 violated Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor  
20 Code § 203; (g) any and all claims arising under federal, state or local law involving any  
21 alleged failure to reimburse for necessary business expenses, including under Labor Code  
22 §§2800 or 2802; (h) any and all claims for unfair business practices in violation of  
23 California Business and Professions Code sections 17200, et seq.; and (i) any and all  
24 penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004 (collectively,  
25 the “Released Claims”). The Released Claims include all such claims arising under the  
26 California Labor Code (including, but not limited to, sections 201, 201.3, 201.5, 202,  
27 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 256, 510,  
28 511, 512, 515, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,  
1197.1, 1197.2, 1198, 1198.5, 1199, 1770 *et seq.*, 2800, 2802, 2810.5, 2698 *et seq.*, and  
2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission;  
California Business and Professions Code section 17200 *et seq.*; the California Civil  
Code, to include but not be limited to claims under § 3336; the California common law of  
contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and federal common law.  
Participating Class Members who negotiate or otherwise deposit their Settlement  
Payment Check will be deemed to have opted into the Action for purposes of the Fair  
Labor Standards Act (“FLSA”) and as to those Class Members they expressly waive and  
release any FLSA claims arising during the Class Period and reasonably related to the  
claims and allegations in the Operative Complaint, as amended. This release excludes the  
release of claims not permitted by law. The following language will be printed on the  
reverse of each Settlement Payment Check, or words to this effect: “By endorsing or  
otherwise negotiating this check, I acknowledge that I read, understood, and agree to the  
terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair  
Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement  
of the FLSA claims, and agree to release all of my FLSA claims that are covered by the  
Settlement.” Participating Class Members do not release any other claims, including  
claims for vested benefits, wrongful termination, violation of the FEHA, unemployment  
insurance, disability, social security, workers’ compensation, or claims based on facts  
occurring outside the Class Period.

1           3.       Released Parties are defined as:

2           Ayzenberg Group, Inc., Eric Ayzenberg, Adriane Zaduke, and Kristen Vaik Vazquez as  
3           named by Named Plaintiffs in the Operative Complaint, as amended, and Ayzenberg  
4           Group, Inc.'s past, present and/or future, direct and/or indirect, parents, subsidiaries,  
5           equity sponsors, related companies/corporations and/or partnerships (defined as a  
6           company/ corporation and/or partnership that is, directly or indirectly, under common  
7           control with Defendant or any of its parents), divisions, assigns, predecessors, successors,  
8           insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity  
9           with potential joint liability, employee benefit plans, and fiduciaries thereof, and all of  
10          their respective directors, officers, agents, attorneys, stockholders, fiduciaries, parents,  
11          subsidiaries, other service providers, and assigns.

12          (Settlement Agreement § I.45.)

13           4.       PAGA Members (the "Aggrieved Employees") are defined as:

14           All persons paid compensation (directly or through a loan-out entity) on account of  
15           services provided for Defendant in the production of Motion Pictures, as defined by  
16           California Labor Code § 201.5 from October 24, 2019 through February 8, 2023.

17          (Settlement Agreement § I.35.)

18           PAGA Members have released claims as follows:

19           In addition to the releases given above, PAGA Members release Released Parties, from  
20           all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
21           based on the PAGA Period facts contained in Plaintiffs' notices to the LWDA and the  
22           Operative Complaint. This release shall apply to claims arising during the Class Period.

23          (Settlement Agreement at § I.44.)

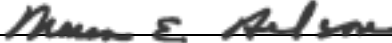
24           5.       In addition to the Participating Class Members and Aggrieved Employees'  
25           Released Claims described above, Named Plaintiffs have agreed to release all claims related to  
26           their employment with Defendants as set forth in section XVI.3 of the Settlement Agreement.  
27           Named Plaintiffs also agree to be bound by a Civil Code Section 1542 release and waiver of all  
28           claims known and unknown, without exception, except as may be prohibited by law. This  
29           specifically excludes claims that cannot be released as a matter of law, such as workers'  
30           compensation claims.

31           6.       The Court awards the following: (1) \$200,000 for attorneys' fees; (2) \$14,063 in  
32           attorneys' costs; (3) \$4,000 to each Plaintiff as an incentive award; (4) \$15,000 for claims  
33           administration costs; and (5) \$30,000 to California's Labor & Workforce Development Agency

1 to for the settlement allocated to alleged penalties under the California Labor Code’s Private  
2 Attorneys General Act of 2004 (“PAGA”).  
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4 **IT IS SO ORDERED.**

5 DATED: 07/05/2023

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7 \_\_\_\_\_  
8 The Honorable Maren Nelson  
9 Los Angeles Superior Court Judge

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**PROOF OF SERVICE**

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17<sup>th</sup> Floor, Glendale, California 91203. On July 3, 2023, I served the within documents:

**[PROPOSED] JUDGMENT RE CLASS ACTION SETTLEMENT**

Hand Delivery: I caused such envelope to be delivered by hand in person to:

N/A

Facsimile: I caused such envelope to be delivered by e-mail or fax to:

N/A

Electronic Transmission: I caused such envelope to be delivered by case anywhere to:

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I declare under penalty of perjury that the above is true and correct. Executed on July 3, 2023, at Los Angeles, California.



\_\_\_\_\_  
Priya Mohan