

FILED
Superior Court of California
County of Los Angeles

JUL 09 2021

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]*, Deputy
Pedro Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KENNETH CHRISTIE, an) Case No.: 18STCV07426
individual, and on behalf of)
13 himself and all others)
similarly situated,)

Plaintiffs,) JUDGMENT

vs.)

TRADEMANGO SOLUTIONS, U.S.,)
17 INC., a Corporation, and DOES 1)
through 100,)

Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended
Settlement Agreement ("Settlement Agreement") and certified a
provisional settlement class on January 11, 2021.

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1 B. The Court granted final approval of the Settlement
2 Agreement on July 2, 2021, certified the settlement class, with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the settlement class as "all current
6 and former hourly-paid or non-exempt employees who worked for
7 Defendant within the State of California at any time from
8 December 6, 2014, to the date of Preliminary Approval, January
9 11, 2021.

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11 IT IS ORDERED, ADJUDGED AND DECREED as follows:

12 1. Plaintiff Kenneth Christie, an individual, and on
13 behalf of himself and all others similarly situated, shall take
14 from Defendant Trademango Solutions, U.S., LLC, as set forth in
15 the Parties' Settlement Agreement and the Court's Approval Order
16 entered July 2, 2021.

17 2. Defendant shall pay Plaintiffs the Gross Settlement
18 Amount of \$172,835. The Net Settlement Amount (\$77,598.33) is
19 the Gross Settlement Amount minus the following:

20 a. \$57,611.67 (33%) for attorney fees to Class
21 Counsel, the Burrows Law Firm, APC;

22 b. \$14,775 in attorney costs to Class Counsel;

23 c. \$5,000 for an enhancement award to Kenneth
24 Christie; and
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1 d. \$10,00 for claims administration costs to CPT
2 Group, Inc.; and

3 e. Payment of \$5,625 (75% of \$7,500 PAGA penalty) to
4 the LWDA.

5 3. In exchange for the consideration set forth in the
6 Settlement Agreement, all participating members of the
7 Settlement Class shall fully and finally release the released
8 parties from any and all released claims. Participating members
9 of the Settlement Class will only release the released claims
10 arising during the Class Period. The released claims include any
11 and all claims, debts, liabilities, demands, obligations,
12 guarantees, costs, expenses, attorney's fees, damages, action or
13 causes of action contingent or accrued for, which would arise
14 from or are related to the factual allegations, legal theories,
15 claims, or causes of action asserted in the Action. The released
16 claims include, but are not limited to the following claims only
17 to the extent that they arise from the factual allegations in
18 the Operative Complaint: (a) failure to pay all minimum wages
19 and regular wages owed (including without limitation Labor Code
20 §§ 1182.12, 1194, 1194.2, 1197 & 1198, et seq.); (b) failure to
21 pay all overtime and double-time wages owed (including without
22 limitation Labor Code §§ 204, 510, 558, 1194, 1197.1, and 1198);
23 (c) failure to provide meal periods, or premium pay for non-
24 compliant meal periods (including without limitation Labor Code
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1 §§ 226.7, 512(a) & 1198 et seq.); (d) failure to authorize and
2 permit rest periods, or provide premium pay for non-complaint
3 rest periods (including without limitation Labor Code §§ 226.7,
4 512, & 1198 et seq.); (e) failure to provide accurate, itemized
5 wage statements (including without limitation Labor Code §§ 226
6 and 226.3); (f) failure to timely pay wages upon separation of
7 employment (including without limitation Labor Code §§ 201 &
8 202, et seq.); (g) all damages, penalties, interest and other
9 amounts recoverable under said causes of action under California
10 and federal law, to the extent permissible, including but not
11 limited to the California Labor Code as to the facts alleged in
12 the Action, the applicable Wage Orders as to the facts alleged
13 in the complaint; (h) all claims for unfair business practices
14 that could have been premised on the facts, claims, causes of
15 action or legal theories described above (including without
16 limitation Business & Professions Code §§ 17200, et seq.); and
17 (i) all claims under California Labor Code Private Attorneys
18 General Act of 2004, Labor Code §§ 2698, et seq. (hereinafter
19 "PAGA") that could have been premised on the facts, claims,
20 causes of action or legal theories described in the Litigation
21 and above.

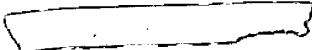
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23 Plaintiff Kenneth Christie also provides a general release
24 and CC 1542 waiver.
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1 4. All uncashed settlement check funds, plus interest,
2 must be delivered to the Justice Gap Fund.

3 5. Pursuant to California Rules of Court, Rule 3.769(h),
4 the Court retains jurisdiction over the parties with respect to
5 enforcement of this Judgment under California Code of Civil
6 Procedure Section 664.6.

7 CLERK TO GIVE WRITTEN NOTICE.

8 DATED: 

9 JUL 09 2021



10 **YVETTE M. PALAZUELOS**

11 YVETTE M. PALAZUELOS
12 JUDGE OF THE SUPERIOR COURT

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