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Superior Court of California
County of Los Angeles

MAY 05 2022

Sheri R. Carter, Executive Officer/Clerk of Court

By: Roxanne Arraiga, Deputy

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

FRANCISCA MATA, individually,) Case No.: 20STCV00959
and on behalf of all others)
similarly situated,) Consolidated with Case No.:
20STCV13862
Plaintiffs,)
vs.)
JUDGMENT
MARUKAI CORPORATION, a Hawaii)
corporation; and DOES 1 through)
10, inclusive,)
Defendant.)

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. Plaintiff Francisca Mata and all similarly situated
Aggrieved Employees shall take nothing from Defendant Marukai
Corporation, a Hawaii corporation, except as expressly set forth
in the Private Attorneys General Act Settlement Agreement and

1 Release attached to the Declaration of H. Scott Leviant as
2 Exhibit 1 on the document filed on April 13, 2022 ("Settlement
3 Agreement"), and the Court's Approval Order dated May 5, 2022.

4 2. Defendant Marukai Corporation must pay Plaintiffs the
5 Gross Settlement Amount (GSA) of \$873,975. The Net Settlement
6 Amount (\$136,443.79) is the GSA minus the following:

7 a. \$291,325.00 (33%) for attorney fees to PAGA
8 Counsel, Moon & Yang, APC, and Haines Law Group, APC, with
9 \$160,228.75 (55%) awarded to Moon & Yang, APC, and \$131,096.25
10 (45%) awarded to Haines Law Group, APC;

11 b. \$16,984.86 for litigation costs to PAGA Counsel;

12 c. \$5,000 for a service award to aggrieved employee
13 representatives, Francisca Mata and Cristina Martinez (\$2,500
14 each);

15 d. \$14,890 for settlement administration costs to
16 ILYM Group, Inc.; and

17 e. \$409,331.36 (75% PAGA penalty) to the LWDA.

18 3. "Aggrieved Employees" are all non-exempt employees who
19 are or were employed by Defendant within the State of California
20 between January 6, 2019 and April 15, 2022.

21 4. The Parties agree and acknowledge that, to the maximum
22 extent permitted by law, the final judgment entered pursuant to
23 this settlement will bind all those who would be bound by a
24 judgment if the action had been brought by the LWDA, including
25

1 Plaintiffs, the LWDA, and the Allegedly Aggrieved Employees,
2 with respect to the recovery of civil penalties under the
3 California Private Attorneys General Act, California Labor Code
4 § 2698, et. seq. only, against Defendant and the "Released
5 Parties." It is expressly understood and agreed that this
6 Settlement includes a full release of the PAGA claim for
7 violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226,
8 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194,
9 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, as well as the
10 applicable provisions of the Industrial Wage Orders, and for any
11 other PAGA violations that have been asserted and/or reasonably
12 could have been asserted based upon the facts alleged in
13 Plaintiffs' Complaints and/or PAGA Notices, attached as Exhibit
14 A (all of the foregoing are collectively referred to as the
15 "PAGA Released Claims"). Effective upon the Effective Date and
16 Defendant's remittance of the Maximum Settlement Amount to the
17 Settlement Administrator, Plaintiffs, the State of California,
18 and all Allegedly Aggrieved Employees shall be deemed to have,
19 and by operation of the Judgment shall have, expressly released,
20 waived, and discharged the Released parties from the PAGA
21 Released Claims, and they shall be bound by the Judgment and be
22 forever barred from pursuing any of the PAGA Released Claims
23 against any of the Released Parties. With the exception of
24 Plaintiffs, this settlement shall not impact Allegedly Aggrieved
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1 Employees' ability to assert individual Labor Code claims other
2 than PAGA claims. Settlement Agreement, ¶ 3.

3 5. Plaintiffs Francisca Mata and Cristina Martinez
4 release the PAGA Released Claims and all individual claims
5 pursuant to the terms of the Settlement.

6 6. All uncashed settlement checks, plus interest, must be
7 sent to the California State Controller's Office of Unclaimed
8 Property Division, in the name of the Aggrieved Employee.

9 7. Pursuant to California Code of Civil Procedure section
10 664.6, this Court retains jurisdiction over the parties with
11 respect to enforcement of this Judgment.

12 CLERK TO GIVE WRITTEN NOTICE.

13 DATED: May 5, 2022

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17 **YVETTE M. PALAZUELOS**

18 YVETTE M. PALAZUELOS
19 JUDGE OF THE SUPERIOR COURT
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