

09/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

1 BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
2 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
3 *vedang@tomorrowlaw.com*
Brandon M. Chang (SBN 316197)
4 *brandon@tomorrowlaw.com*
1460 Westwood Boulevard
5 Los Angeles, California 90024
6 Tel: (310) 438-5555; Fax: (310) 300-1705
7 Attorneys for Plaintiff, CAMILA MOYA,
on behalf of herself and all others similarly situated
8 and aggrieved
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12
13 CAMILA MOYA, an individual, and on
behalf of all others similarly situated,
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15 Plaintiff,

16 v.

17 VALASSIS DIRECT MAIL, INC., a
18 Delaware corporation; VALASSIS
COMMUNICATIONS, INC., a Delaware
19 corporation; VALASSIS
MANUFACTURING COMPANY, a
20 Delaware corporation; JOHN JENKINS, an
21 individual; and DOES 1 through 100,
inclusive,
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23 Defendants.
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CASE NO.: 21STCV09412

[Assigned to the Hon. Stuart M. Rice in Dept.
1]

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Amended Class and PAGA Settlement Agreement (“Settlement” or
7 “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons employed by defendants Valassis Direct Mail, Inc., Valassis Communications, Inc.,
11 Valassis Manufacturing Company (collectively, “Defendants”) in California and classified as a non-
12 exempt, hourly-paid employee who worked for Defendants at any time during the period from
13 March 10, 2017, through March 31, 2023 (“Class Period”).

14 3. “Aggrieved Employee” means a person employed by Defendants in California and
15 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
16 Period.

17 4. “Gross Settlement Amount” means \$1,575,000.00 (One Million Five Hundred Seventy-
18 Five Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under
19 the Settlement, except as provided in Paragraph 8.1 of the Settlement Agreement. In addition to the
20 Gross Settlement Amount, Defendants shall pay any and all employer payroll taxes owed on the
21 portion of the Individual Class Payments allocated to settlement of wage claims (the “Wage
22 Portion”). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
23 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
24 Representative Service Payment, and Administrator’s Expenses.

25 5. “PAGA Period” means the period from February 1, 2020, through the end of the pay
26 period in which March 31, 2023, falls.

27 6. “Plaintiff” refers to plaintiff Camila Moya.

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1 7. “Released Parties” means Defendants and each of their respective former, present, and
2 future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future
3 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
4 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
5 representatives, including but not limited to John Jenkins (“Jenkins”).

6 8. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
7 objected to the Settlement.

8 9. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary
9 to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no
10 later than 15 days after the Effective Date.

11 10. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator
12 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
13 PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
14 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
15 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
16 not precede disbursement of the Individual Class Payments and the Individual PAGA Payments.

17 11. The face of each check shall prominently state the date (not less than 180 days after the
18 date of mailing) when the check will be voided. For any Class Member whose Individual Class
19 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date,
20 the Administrator shall transmit the funds represented by such checks to the cy pres recipient, Legal
21 Aid at Work, for use in Los Angeles County.

22 12. Plaintiff and her respective former and present spouses, representatives, agents,
23 attorneys, heirs, administrators, successors, and assigns generally release and discharge Released
24 Parties from all claims, transactions, or occurrences, including, but not limited to all claims that
25 were, or reasonably could have been, alleged based on the facts contained in the Operative
26 Complaint, all prior pleadings, and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release
27 does not extend to any claims or actions to enforce the Agreement or to any claims for vested
28 benefits, unemployment benefits, disability benefits, social security benefits, or workers’

1 compensation benefits that arose at any time or that are based on occurrences outside the Class
2 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
3 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
4 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
5 additional facts or Plaintiff's discovery of them.

6 13. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
7 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code.

8 14. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
9 and all employer payroll taxes owed on the Wage Portion of Individual Class Payments, for the
10 duration of the Class Period, all Participating Class Members, on behalf of themselves and their
11 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, release and discharge Released Parties from all claims, debts, liabilities,
13 demands, obligations, guarantees, actions, or causes of action of whatever kind or nature, whether
14 known or unknown, that were alleged in the Operative Complaint or that reasonably could have
15 been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the
16 course of the Action, including those arising out of or related to: (1) all claims for failure to pay
17 overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide
18 compliant meal periods or compensation in lieu thereof; (4) all claims for failure to authorize and
19 permit compliant rest periods or compensation in lieu thereof; (5) all claims for failure to pay
20 overtime, meal and/or rest period compensation, and/or sick pay at the regular rate of pay; (6) all
21 claims for failure to pay wages due upon termination or resignation of employment; (7) all claims
22 for failure to pay wages due upon regularly-scheduled paydays; (8) all claims for non-compliant
23 wage statements; (9) all claims for failure to reimburse necessary business expenses; and (10) all
24 claims asserted through California Business & Professions Code section 17200, *et seq.* arising out
25 of the Labor Code violations referenced in the Operative Complaint (the "Released Claims"). The
26 Released Claims include all related claims of any kind for premium pay, liquidated damages,
27 statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and other
28 damages, costs, expenses, and attorneys' fees arising from the alleged violation of any provision of

1 common or statutory law that were or reasonably could have been raised as part of Plaintiff's claims
2 in the Operative Complaint, including but not limited to claims under California Labor Code
3 sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*,
4 404, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699,
5 2802, and 2810.5, all provisions of the California Industrial Welfare Commission Wage Orders that
6 provide the same or similar protections, and sections 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.*
7 of the California Business and Professions Code.

8 15. Except as set forth in Section 5.4 of the Agreement, Participating Class Members do not
9 release by virtue of this Agreement any other claims, including claims for vested benefits, wrongful
10 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
11 disability, social security, workers' compensation, or claims based on facts occurring outside the
12 Class Period. This provision shall have no effect on the releases of claims that Class Members and
13 Aggrieved Employees have agreed to in other executed agreements.

14 16. For the duration of the PAGA Period, all Aggrieved Employees, on behalf of themselves
15 and their respective former and present spouses, representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, are deemed to release and discharge the Released Parties
17 from all claims for any and all PAGA remedies that were alleged in, or reasonably could have been
18 alleged in, or that were based on, arise from, or relate to the facts stated in the Operative Complaint,
19 the PAGA Notice, and that were ascertained in the course of the Action, including any right, claim,
20 or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and
21 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
22 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 404, 432, 510, 512, 558, 1102.5, 1174,
23 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5 and of California
24 Business and Professions Code sections 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.* Plaintiff and
25 Aggrieved Employees will be bound by this release of PAGA claims even if they, or any of them,
26 request to be excluded from the Settlement in accordance with Paragraph 7.5 of the Settlement
27 Agreement.

28 17. This document shall constitute a Judgment for purposes of California Rules of Court,

1 Rule 3.769(h).

2 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

3 Dated: 09/25/2024, ~~2024~~



Judge of the Superior Court
Elaine Lu

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