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Electronically
FILED
By Superior Court of California, County of San Mateo
ON 09/11/2025
By /s/ Nelson, Ashlee
Deputy Clerk

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8/18/2025
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CATHERINE ELIZABETH ADAMS,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

LAKEPHARMA, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CIV02126

[Hon. Nicole S. Healy]

CLASS ACTION

NH ~~[AMENDED PROPOSED]~~ JUDGMENT
FOLLOWING ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT

Date: TBD
Time: 2:00 p.m.
Courtroom: Dept. 28, Courtroom I
Judge: Hon. Nicole S. Healy

Action Filed: May 26, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff CATHERINE ELIZABETH ADAMS (“Plaintiff”) filed a motion for final approval of a
3 class and representative action settlement of the claims asserted against Defendant LAKEPHARMA,
4 INC. (“Defendant”) in this Action (Plaintiff and Defendant are collectively referred to as the “Parties”).
5 This matter came on for hearing on August 6, 2025. The Court directed Plaintiff’s Counsel to submit
6 supplemental information. Following review of that supplemental filing, the Court issued an Order
7 granting Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement (“Final
8 Approval Order”). The settlement is memorialized in the CLASS ACTION AND PAGA
9 SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement;” the terms of the proposed
10 settlement reflected in the Agreement are referred to as the “Settlement”). (*See* Declaration of H. Scott
11 Leviant in Support of Plaintiff’s Motion for Final Approval of Class and Representative Action
12 Settlement [“Leviant Decl.”], at Exh. 1.)

13 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
14 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
15 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

16 **JUDGMENT**

17 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
18 entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing from
19 Defendant or the Released Parties, except as expressly set forth in the Final Approval Order and the
20 Agreement.

21 The Class Members are:

22 All persons employed by Defendant in California and classified as hourly, non-exempt
23 employees who worked for Defendant during the Class Period (the “Class Period” is the
24 period from May 26, 2018 to February 4, 2025). “Participating Class Member” means a
Class Member who does not submit a valid and timely Request for Exclusion from the
Class portion of the Settlement.

25 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.) No Class Members requested exclusion from the Class. All Class
26 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
27 the Action.

28 All persons employed by Defendant in California and classified as an hourly, non-exempt

1 employee who worked for Defendant during the PAGA Period (May 21, 2021 to February 4, 2025) are
2 “Aggrieved Employees” for purposes of distributing the \$3,125.00 allocated from the PAGA Penalties to
3 Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA claims and will
4 receive their pro rata share of the \$3,125.00 irrespective of whether they are Participating Class
5 Members.

6 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
7 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
8 Members, and Class Counsel will release claims against all Released Parties¹ as follows:

9 All Participating Class Members, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
12 could have been alleged, based on the Class Period facts stated in the Operative
13 Complaint. Excluded from this portion of the release are claims for PAGA penalties
14 that were alleged, or reasonably could have been alleged, based on the PAGA Period
15 facts stated in the Operative Complaint, and the PAGA Notice. Except as set forth in
16 Section 5.3 of [the] Agreement, Participating Class Members do not release any other
17 claims, including claims for vested benefits, wrongful termination, violation of the Fair
18 Employment and Housing Act, unemployment insurance, disability, social security,
19 workers’ compensation, or claims based on facts that were not alleged and could not
20 have reasonably been alleged in the Operative Complaint.

21 Plaintiff and her respective former and present spouses, representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
23 Released Parties from all claims, transactions, or occurrences that occurred during the
24 Class Period, including, but not limited to: (a) all claims that were, or reasonably could
25 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
26 PAGA claims that were, or reasonably could have been, alleged based on facts
27 contained in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during
28 the Action and released under 5.2 [of the Agreement]. (“Plaintiff’s Release.”)
Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement,
or to any claims for vested benefits, unemployment benefits, disability benefits, social
security benefits, workers’ compensation benefits that arose at any time, or based on
occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
discover facts or law different from, or in addition to, the facts or law that Plaintiff now
knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be
and remain effective in all respects, notwithstanding such different or additional facts or
Plaintiff’s discovery of them.

For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the
provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,

¹ “Released Parties” means Defendant, its predecessors, its successors (including but not limited to Curia Global, Inc.), and each of its predecessors, and its successors former and present directors, officers, shareholders, owners, former and present managing employees, members, attorneys, agents, insurers, predecessors, successors, and assigns.

1 which reads:

2 **A general release does not extend to claims that the creditor or releasing party**
3 **does not know or suspect to exist in his or her favor at the time of executing the**
4 **release, and that if known by him or her would have materially affected his or her**
5 **settlement with the debtor or Released Party.**

6 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
7 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on her
8 own behalf and on behalf of the State of California, and all Class Members who are Aggrieved
9 Employees, will release claims against all Released Parties as follows:

10 All Class Members who are Aggrieved Employees are deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, the Released Parties from all claims for
13 PAGA penalties that were alleged, or reasonably could have been alleged, based on the
14 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

15 Distributions pursuant to the Agreement shall issue in the amounts authorized in the Final
16 Approval Order, according to the deadlines specified in the Agreement.

17 Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
18 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Class
19 Members, Aggrieved Employees and Defendant, for the purposes of:

- 20 (a) supervising the implementation, enforcement, construction, and interpretation of the
21 Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
22 and the Judgment; and
23 (b) supervising distribution of amounts paid under the Agreement.

24 **JUDGMENT IS ENTERED ACCORDINGLY.**

Electronically
SIGNED

By /s/ Healy, Nicole

08/27/2025

25 Dated: _____

Hon. Nicole S. Healy
SAN MATEO SUPERIOR COURT JUDGE