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**FILED**  
Superior Court of California  
County of Los Angeles  
09/26/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:           N. Navarro           Deputy

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

MATUA KISINI, an individual  
Plaintiff,

vs.

VALASSIS COMMUNICATIONS, INC., a  
corporation; VALASSIS SALES &  
MARKETING SERVICES, INC., a corporation;  
HARLAND CLARKE HOLDINGS, a  
corporation; DEBORAH DWIGHT, an  
individual; DESIREE EISAMAN, an individual;  
FRANK PATANO, an individual; and DOES 1-  
100,  
Defendants.

CASE NO. 19STCV15507  
Hon. Maren E. Nelson [Dept. 17]  
~~PROPOSED~~ FINAL JUDGMENT

FAC Filed: May 3, 2019

1 **[PROPOSED] JUDGMENT**

2 The Court, having granted approval of the Second Amended Class Action Settlement and  
3 Release Agreement (“Settlement Agreement”) between plaintiff Mutua Kisini (“Plaintiff”),  
4 Individually and on Behalf of the Settlement Class, and defendants Valassis Sales & Marketing  
5 Services, Inc. (“VSM”), Valassis Communications, Inc. (“VCI”), and Vericast Corp., formerly  
6 known as Harland Clarke Holdings Corp. (“HCH,” with VSM and VCI, the “Defendants”)  
7 (Plaintiff and Defendants shall be collectively referred to as the “Parties”), in the above entitled  
8 action, as set forth in the Court’s Order Granting Motion for Final Approval of Class Action  
9 Settlement filed September 9, 2022 (“Final Approval Order”), hereby takes the following further  
10 action:

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

12 1. All terms used herein shall have the same meaning as defined in the Settlement  
13 Agreement and the Final Approval Order.

14 2. Class certification for the purpose of settlement is granted.

15 ~~3. The Court gives Final Approval to the Settlement, which provides for a settlement  
16 payment of \$775,000.00, as fair, reasonable, and adequate as to each of the Parties, and consistent  
17 with and in compliance with California law, and directs the Parties and their counsel to implement  
18 and consummate the Settlement Agreement in accordance with the Settlement Agreement’s terms  
19 and provisions. Substantial investigation and research have been conducted such that counsel for the  
20 Parties can reasonably evaluate their respective positions. It appears to the Court that Settlement will  
21 avoid substantial additional costs by all Parties, and the delay and risk presented by further  
22 prosecution of this action. The Court finds that the Settlement reached is the result of intensive, non-  
23 collusive, arm's-length negotiations, including mediation with an experienced, third-party neutral.  
24 Plaintiff has provided the Court with enough information about the nature and magnitude of the  
25 claims being settled, and the impediments to recovery, to make an independent assessment of the  
26 reasonableness of the terms to which the Parties have agreed. Further, the Court has considered the  
27 lack of requests for exclusion from or objections to the Settlement.~~

28 ~~4. This Court has concluded that certification of the Settlement Class is appropriate~~

1 ~~and hereby certifies the Class as defined below (and in the Settlement Agreement) and concludes~~  
2 ~~this definition is sufficient for California Rules of Court 3.765(a) and 3.771, and that the Settlement~~  
3 Agreement binds all Class Members, defined as:

4 Those individuals who, according to Defendants' personnel and payroll records,  
5 worked for Defendants as an outside sales employee in California at any time from  
6 May 3, 2015, through the date of preliminary approval of this Settlement (the  
7 "Preliminary Approval Date"), except (i) those who timely submit a valid Request  
8 for Exclusion (as defined in Paragraph 25(a)) from this Settlement pursuant to the  
9 process described in this Agreement; and (ii) any individual known to Defendants to  
10 have a pending civil complaint or administrative complaint that contains allegations  
11 that are also contained in this Action or whom, to Defendants' knowledge, has  
12 retained counsel to represent him/her in connection with any employment-related  
13 claims and/or any individual who has previously signed an individual release that  
14 encompasses any claims contained in this Action. Each individual member of the  
15 Settlement Class shall be referred to as a "**Class Member**."

11 5. The Court adjudges that Plaintiff and all other Class Members have fully, finally,  
12 and conclusively compromised, settled, discharged, dismissed, and released any and all Released  
13 Claims as provided in the Settlement Agreement, which defines the Released Claims against the  
14 Defendants and the Released Parties as follows:

15  
16 Release of Claims: Upon the Final Approval by the Court of this Agreement  
17 and Defendants' fulfillment of its obligations under paragraphs 7 and 14 of  
18 this Agreement and except as to such rights or claims as may be created by  
19 this Agreement, and subject to the exclusions discussed below in this  
20 Paragraph (*i.e.*, Paragraph 27), each participating Class Member fully  
21 releases and discharges Defendants, their present, former, and future parents,  
22 subsidiaries, affiliates, predecessors, successors, and assigns, and each of  
23 their respective past and present members, shareholders, directors, officers,  
24 employees, agents, servants, registered representatives, insurers and attorneys  
25 (collectively hereafter, the "**Released Parties**") from any and all claims,  
26 debts, liabilities, demands, claims for restitution or injunctive relief,  
27 obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated  
28 damages, penalties, actions, or causes of action of whatever kind or nature,  
from May 3, 2015, through the Preliminary Approval Date, arising out of or  
related to the claims, facts, and/or allegations contained in Plaintiff's  
Complaint and/or First Amended Complaint, including but not limited to any  
and all claims pertaining to Defendants' alleged: (i) failure to pay minimum  
wage; (ii) failure to pay overtime compensation; (iii) failure to provide  
accurate itemized wage statements; (iv) failure to permit meal breaks; (v)  
failure to permit rest breaks; (vi) waiting time penalties; and (vii) violations  
of California Business and Professions Code Section 17200 *et seq.* to the  
extent based on the preceding issue identified in (i)-(vi). This release includes  
claims under California Labor Code Sections 201, 202, 203, 204, 210, 215,  
216, 218.5, 226, 226.3, 226.6, 226.7, 510, 510(a), 512, 558, 1182.11-1182.13,  
1194, 1194.2, 1197, 1197.1, 1198, and 1199, 8 Cal. Code Regs. Section

1 11070, all provisions of the California Industrial Welfare Commission Wage  
2 Orders that provide the same protection(s) as the statutes and regulations  
3 listed immediately above, and California Business and Professions Code  
4 Sections 17200, et seq. (to the extent based on the same protections as  
5 provided by each of the statutes listed immediately above) that *arise out of*  
6 *or otherwise reasonably relate to* the alleged violations (collectively,  
7 **“Released Claims”**). In order to achieve a full and complete release of the  
8 Released Parties as to the release directly above, the Representative Plaintiff  
9 and each Class Member acknowledge that the release directly above is also  
10 intended to include in its effect all such Released Claims whether or not the  
11 Representative Plaintiff and each Class Member know or suspect them to  
12 exist. The effective date for the Released Claims will be the date the Gross  
13 Settlement Amount is paid to the Administrator for distribution to each Class  
14 Member.

15 6. The monetary terms of this Judgment are as follows:

16 a. The Gross Settlement Amount ("GSA") is \$775,000.

17 b. The Net Settlement Amount ("Net") (\$496,700.56) is the GSA less:

18 i. \$258,307.50 (33.33%) for attorney fees;

19 ii. \$5,100 for attorney costs;

20 iii. \$10,000 for a service award to Mutua Kisini; and

21 iv. \$4,891.94 for settlement administration costs.

22 c. The additional contribution by Defendants to the Net is \$6,264.39  
23 ("Additional Contribution").

24 d. The total to be distributed to 52 participating Class Members is \$502,964.95.

25 e. Employer-side payroll taxes will be paid separately by Defendants.

26 7. There is no claim requirement.

27 8. The settlement is not reversionary.

28 9. No Class Member objected to the Settlement or opted out.

10 10. Individual Settlement Share Calculation: The Net Settlement Amount will be  
11 allocated to each Class Member based on his/her pro-rata share of weeks worked during the Class  
12 Period as an outside sales employee, as determined by the number of weeks worked, if any, as an  
13 outside sales employee during the Class Period by each Class Member divided by the total number  
14 of weeks worked as an outside sales employee by all Class Members.

15 11. Tax Withholdings: 1/3 as wages, 2/3 as non-wages.

1           12.    Uncashed Settlement Payment Checks: All settlement checks will be valid for one  
2 hundred eighty (180) calendar days. At the end of that 180-day period, settlement checks will be  
3 cancelled and the funds associated with such cancelled checks shall be considered unpaid,  
4 unclaimed, or abandoned cash residue pursuant to California Code of Civil Procedure § 384  
5 ("Unpaid Residue"). Within ten (10) calendar days after the expiration of the 180-day period, the  
6 Unpaid Residue plus any accrued interest that has not otherwise been distributed, will be  
7 transmitted to Children's Law Center of California.

8           13.    Funding of Settlement: Defendants shall pay the Administrator all amounts set forth  
9 in this Judgment, for payment to the Settlement Class, as the service payment award, and for  
10 attorneys' fees and costs on the "Payment Date," which shall be the latest of the following  
11 occurrences:

12                   a. Fourteen (14) calendar days following the entry of this Judgment approving  
13                   the Settlement.

14                   b. If an appeal has been taken or sought, fourteen (14) calendar days after the  
15                   date the Judgment is finally affirmed by an appellate court with no  
16                   possibility of subsequent appeal or other judicial review, or the date the  
17                   appeal(s) or other judicial review are finally dismissed (and upholding the  
18                   Settlement) with no possibility of subsequent appeal or other judicial  
19                   review.

20           14.    Distribution: Within ten (10) business days of the Payment Date, the Administrator  
21 shall distribute all payments due under the Settlement, including the checks for payments to each  
22 participating Class Member.

23           15.    Attorney fees of \$258,307.50 are awarded to Class Counsel, Abrolat Law PC and  
24 Tashroudian Law Group, APC.

25           16.    Litigation costs of \$5,100 are awarded to Class Counsel.

26           17.    A Class Representative Service Award of \$10,000 is awarded to Mutua Kisini.

27           18.    Settlement administration costs of \$4,891.94 are awarded to ILYM Group, Inc.

28           19.    Defendants are to pay the Gross Settlement Amount (GSA) to the Settlement

1 Administrator in accordance with the Settlement Agreement and the Settlement Administrator to  
2 make all payments to the Class Representative, Class Counsel, itself, and Class Members as stated  
3 herein and set forth in the Settlement Agreement.


4 20. The Settlement is not an admission by Defendants, nor is this a finding of the validity  
5 of any claim in the Actions of any wrongdoing by Defendants. Neither the Settlement Agreement,  
6 nor any document referenced therein, nor any action taken to carry out the Settlement Agreement,  
7 will be (a) construed as or used as an admission of liability or an admission that any of Defendants'  
8 defenses in the Action are without merit, or (b) disclosed, referred to, or offered in evidence against  
9 Defendants in any further proceeding except to effectuate the Settlement. However, the Settlement  
10 may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in  
11 defense of any claims released or barred by the Settlement or this Judgment.

12 21. Because no Class Member requested to be excluded from the Settlement, all Class  
13 Members are bound by this Judgment.

14 22. The Court will retain jurisdiction over the parties to enforce the terms of the  
15 settlement pursuant to California Rules of Court, Rule 3.769(h).

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

17  
18 Dated:     04/28/2022    , 2022

  
\_\_\_\_\_  
HONORABLE MAREN G. NELSON  
JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I, the undersigned, am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 12400 Ventura Blvd. Ste. 300, Studio City, CA 91604. On this date I served the following document(s) by the method indicated below:

**[PROPOSED] FINAL JUDGMENT**

- .. by transmitting **via facsimile** on this date from fax number (310) 615-0009 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. Service by fax was made by agreement of the parties, confirmed in writing. The transmitting fax machine complies with Cal. R.Ct 2003(3).
- .. by placing the document(s) listed above in a sealed envelope(s) with postage thereon fully prepaid, in the **United States mail** at El Segundo, California addressed as set forth below. I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited in the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- .. by placing the document(s) listed above in a sealed envelope(s) and by causing **messenger delivery** of the envelope(s) to the person(s) at the address(es) set forth below. I am readily familiar with the business practice of my place of employment with respect to the collection and processing of correspondence, pleadings and notices for hand delivery. On this date, I caused to be served via messenger the above-listed documents.
- .. by **personally delivering** the document(s) listed above to the person(s) at the address(es) set forth below.
- by **electronic mail service** to the individuals identified below

<p style="text-align: center;"><b>Glenn L. Briggs</b>  <b>gbriggs@kadingbriggs.com</b>  <b>Kadding Briggs, LLP</b>  <b>100 Spectrum Center Drive, Suite 800</b>  <b>Irvine, CA 92618</b></p>
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 16, 2022, at Los Angeles, California.

  
 \_\_\_\_\_  
 Mona Tashroudian