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UNITED STATES	DISTRICT COURT
CENTRAL DISTRICT OF CAL	IFORNIA, EASTERN DIVISION
SHARA HANNAH, an individual,	Case No. 5:21-CV-00232-JGB-SHKx
Plaintiff,	FINAL JUDGMENT BY CONSENT
VS.	FINAL JUDGMENT BI CONSENT
PARIS HENRIKSEN, an individual;	
California limited liability company;	
entity of unknown form and origin; HENRIKSEN INDUSTRIES an entity	
of unknown form and origin; and DOES	
D GTGTGGTTS.	Trial Date: None
FINAL JUDGMENT BY CONSENT	
	UNITED STATES CENTRAL DISTRICT OF CAL  SHARA HANNAH, an individual, Plaintiff, vs.  PARIS HENRIKSEN, an individual; FEEL IT PRODUCTIONS LLC, a California limited liability company; HENRIKSEN PRODUCTIONS, an entity of unknown form and origin; HENRIKSEN INDUSTRIES, an entity of unknown form and origin; and DOES 1 through 10, inclusive, Defendants.

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- 1. This Consent Judgment is entered into by and between Plaintiff Shara Hannah ("Plaintiff"), on one hand, and Defendants Paris Henriksen ("Henriksen"), Feel It Productions LLC ("FIP"), Henriksen Productions ("HP"), and Henriksen Industries ("HI") (collectively, "Defendants") on the other hand, through their respective counsel of record.
  - 2. Plaintiff is an individual residing in Riverside County, California.
  - 3. Henriksen is an individual residing in Orange County, California.
- 4. FIP is a limited liability company, organized under the laws of the State of California, with its principal place of business in Los Angeles, California.
- 5. HP is an entity of unknown form and origin with its principal place of business in Los Angeles, California.
- 6. HI is an entity of unknown form and origin with its principal place of business in Los Angeles, California.
- 7. Plaintiff filed her Complaint on February 9, 2021, against Defendants alleging causes of action for: (1) intentional misrepresentation; (2) promissory fraud; (3) negligent misrepresentation; (4) rescission and restitution; (5) breach of written contract; (6) breach of oral contract; (7) breach of the implied covenant of good faith and fair dealing; (8) declaratory relief; (9) breach of employment contract; (10) failure to pay minimum wages in violation of Cal. Labor Code §§ 1194 and 1197; (11) violation of Cal. Labor Code §§ 201 and 203; (12) willful failure to pay wages in violation of Cal. Labor Code §§ 226 and 1174; (14) violation of Cal. Bus. & Prof. Code § 17200; (15) failure to pay out vacation pay at termination in violation of Cal. Labor Code § 2802; and (17) failure to pay all wages owed in violation of Cal. Labor Code § 210 (the "Litigation" or "Action"). See Docket ("Dkt.") No. 1, Complaint.

- A First Amended Complaint was subsequently filed in the Action on 8. February 24, 2021 against Defendants alleging the same causes of action in the original. See Dkt. No. 13.
- 9. Plaintiff and Defendants (collectively, the "Parties") now wish to effect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations made by Plaintiff against Defendants in the Action and to resolve their differences and disputes by settling this Action for a confidential monetary amount agreed to by the Parties (the "Settlement Amount") and other terms and conditions as fully set forth in the Settlement Agreement and Mutual General Release executed between the Parties (the "Settlement Agreement").

## NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND **DECREED THAT:**

- This Court has jurisdiction over the subject matter of this action and over all of the Parties;
- 2. Defendants acknowledge and agree that the agreed-upon Settlement Amount does not precisely reflect the amount of actual monetary damages suffered by Plaintiff in connection with Defendants' conduct. Accordingly, the Settlement Amount only represents the Parties' agreement to informally resolve all of the purported controversies, claims, causes of action and disputes, both real and potential, between Plaintiff and Defendants as set forth in the First Amended Complaint to avoid further litigation and consumption of resources attendant thereto. Any of the Defendants' failure to fully comply with one or more terms provided for in the Settlement Agreement will result in immediate and irreparable harm to Plaintiff. Defendants agree and admit that there is no adequate remedy at law for such failure, and Defendants agree that in the event of such failure, Defendants shall be jointly and severally liable to Plaintiff in the amount of \$278,222.52, representing the entire amount alleged in Plaintiff's First Amended

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## Complaint; 3. The Settlement Amount shall remain confidential between the Parties and all of their respective parents, subsidiaries and each of their respective owners, officers, directors, partners, representatives, attorneys, predecessors, successors, heirs, and assigns; 4. This Court shall retain jurisdiction to construe, enforce, and implement the Settlement Agreement and Final Judgment by Consent; and All matters having been resolved between the Parties, all of Plaintiff's 5. claims against Defendants are dismissed without prejudice. IT IS SO ORDERED. DATED: July 13, 2021

ited States District Judge

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