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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JERMELL JONES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

MARSHALL E. HELM CORP., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. BCV-21-102356

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: March 15, 2024

Time: 8:30 A.M.

Judge: Hon. Bernard C. Barmann, Jr.

Dept.: H

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Enhancement Award duly came on for hearing on March 15, 2024, before
4 the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff JERMELL JONES ("Plaintiff"). LeBeau Thelen LLP appeared on behalf of Defendant
6 MARSHALL E. HELM CORP. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Kern ("Court"), Case No. BCV-21-102356,
15 entitled *Jones v. Marshall E. Helm Corp.*, and over all Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On August 14, 2023, the Court granted preliminary approval of a class-wide
18 settlement. At this same time, the court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and
20 the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was
23 mailed by first class mail to the Class Members at their last known addresses on December 5, 2024.
24 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was January 19, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
5 Individual Settlement Payments.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$695,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is small. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **Attorneys' Fees and Attorneys' Expenses**

2 9. The Agreement provides for an award of Attorneys' Fees and Attorneys'
3 Expenses in the amount of up to Two Hundred Fifty-One Thousand Six Hundred Sixty-Six Dollars
4 and Sixty-Seven Cents (\$251,666.67). Subject to Court approval, the award of Attorneys' Expenses
5 and Attorneys' Fees consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement
6 Amount, or Two Hundred Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
7 Cents (\$231,666.67) and reimbursement of costs and expenses in the amount of Fourteen Thousand
8 Five Hundred Sixty-One Dollars and Forty-Two Cents (\$14,561.42).

9 10. An award of Attorneys' Expenses and Attorneys' Fees of Two Hundred
10 Forty-Six Thousand Two Hundred Twenty-Eight Dollars and Nine Cents (\$246,228.09) comprised
11 of attorneys' fees in the amount of Two Hundred Thirty-One Thousand Six Hundred Sixty-Six
12 Dollars and Sixty-Seven Cents (\$231,666.67) and reimbursement of actually incurred costs and
13 expenses in the amount of Fourteen Thousand Five Hundred Sixty-One Dollars and Forty-Two
14 Cents (\$14,561.42) is reasonable in light of the contingent nature of Class Counsel's fee, the hours
15 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee
16 award represents 1/3 of the common fund, which is reasonable and at the low end of the range for
17 fee awards in common fund cases and is supported by Class Counsel's lodestar.

18 **Enhancement Award**

19 11. The Agreement provides for an Enhancement Award of Ten Thousand
20 Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds
21 that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in
22 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

23 **Administration Costs**

24 12. The Agreement provides for Administration Costs to be paid in an amount
25 not to exceed \$8,000.00. The Declaration of the Settlement Administrator provides that the actual
26 claims administration expenses were \$7,990.00. The amount of this payment is reasonable in light
27 of the work performed by the Settlement Administrator.

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1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
3 of Defendant from all class claims alleged in the operative complaint, or which could have been
4 alleged in the operative complaint based on the facts alleged, which occurred during the Class
5 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
6 termination, unemployment insurance, disability, social security, workers' compensation, and class
7 claims outside of the Class Period. To the extent employees are required to "opt-in" to have this
8 release be deemed effective under federal law, the acceptance and negotiation of any settlement
9 check shall be deemed effective for that purpose.

10 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
11 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
12 General Act ("PAGA") and shall release Defendant from all PAGA claims alleged in the operative
13 complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and
14 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
16 outside of the PAGA Period.

17 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
18 employees who are or previously were employed by Defendant, who performed work in California
19 during the PAGA Period. The PAGA Period means the period between October 6, 2020 through
20 March 5, 2023.

21 11. In addition to the release given by each Settlement Class Member, Plaintiff
22 also generally releases Defendant from any and all claims as set forth in the General Release by
23 Plaintiff in the Agreement.

24 12. The Agreement is not an admission by Defendant, nor is this Final Approval
25 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
26 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
27 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
28 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering

1 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
2 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
3 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
4 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
5 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
6 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
7 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
8 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
9 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
10 or issue preclusion or similar defense as to the claims being released by the Settlement.

11 13. Notice of entry of this Final Approval Order and Judgment shall be given to
12 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
13 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
14 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
15 in the Notice Packet.

16 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
17 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
18 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
19 connection with the distribution of settlement benefits.

20 15. If the Settlement does not become final and effective in accordance with the
21 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
22 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
23 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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26 **IT IS SO ORDERED.**

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DATED: _____, 2024

JUDGE OF THE SUPERIOR COURT