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VENTURA SUPERIOR COURT

10/26/21

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VENTURA
SUPERIOR COURT
FILED

NOV 30 2021

BRENDA L. MCCORMICK
Executive Officer and Clerk
By *[Signature]* Deputy
ELIZABETH MULLER

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF VENTURA**

15 MARIA C. HERNANDEZ, as an individual and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 COLD STEEL, INC., a California corporation;
20 and DOES 1 through 100,

21 Defendants.

Case No.: 56-2020-00545301-CU-OE-VTA

[Assigned for all purposes to the Hon.
Vincent O'Neill, Dept. 41]

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 18, 2021
Time: 8:20 a.m.
Dept.: 41

Action Filed: May 26, 2020
Trial Date: None Set

~~PROPOSED~~ JUDGMENT & ORDER

The Motion of Plaintiff Maria C. Hernandez ("Plaintiff") for Final Approval of Class Action Settlement ("Final Approval Motion") came on regularly for hearing before this Court on November 18, 2021 at 8:20 a.m., pursuant to California Rule of Court 3.769 and this Court's prior Order Granting Preliminary Approval of Class Action Settlement. Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement")¹ and the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of:

All non-exempt employees who are or were employed by Cold Steel, Inc. ("Cold Steel") in the State of California during the time period of May 26, 2016 through July 21, 2021 (the "Class Period").

3. Plaintiff Maria C. Hernandez is hereby confirmed as the Class Representative. Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement Agreement, which was approved by the Court on July 21, 2021, and the notice process has been completed in conformity with the Settlement Agreement and with this Court's orders. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 one (1) Settlement Class member opted out of the Settlement, and that the 96.67% participation
4 rate in the Settlement supports final approval.

5 6. The Court hereby approves the settlement as set forth in the Settlement Agreement
6 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
7 according to its terms.

8 7. For purposes of settlement only, the Court finds that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
13 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
14 the interests of the Settlement Class members; (e) a class action is superior to other available
15 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
16 serve as counsel for the Class Representative and the Settlement Class.

17 8. The Court finds that given the absence of objections, and objections being a
18 prerequisite to appeal, this Order shall be considered final as of the date it is signed by this Court.

19 9. The Court orders that within fifteen (15) calendar days of entry of this Order, Cold
20 Steel shall deposit the Gross Settlement Amount of \$170,000.00 into an account established by
21 ILYM Group, Inc. ("Settlement Administrator"), as provided for in the Settlement Agreement.

22 10. The Court finds that the Individual Settlement Awards, as provided for in the
23 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
24 distribute the individual payments in conformity with the terms of the Settlement Agreement.

25 11. The Court finds that an enhancement payment to Plaintiff in the amount of
26 \$5,000.00 is appropriate for her risks undertaken and her service to the Settlement Class. The
27 Court finds that such award is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in conformity with the terms of the Settlement Agreement.

1 12. The Court finds that attorneys' fees in the total amount of \$56,666.67, and actual
2 litigation costs of \$10,231.03, are fair, reasonable, and adequate, and orders that the Settlement
3 Administrator distribute these payments to Class Counsel in conformity with the terms of the
4 Settlement Agreement.

5 13. The Court orders that the Settlement Administrator shall be paid \$5,861.25 from
6 the Gross Settlement Amount for all of its work done and to be done until the completion of this
7 matter, and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$11,250.00 for its share of the settlement of
10 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
11 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement.

13 15. Any settlement funds that remain uncashed after 180 days after they are mailed
14 will escheat to the State Controller to be deposited in the Unclaimed Property Fund for the benefit
15 of the Settlement Class member whose check was not cashed.

16 16. The Settlement is not an admission by Defendant, nor is this Order a finding of
17 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
18 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
19 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
20 Defendant.

21 17. The Court finds and determines that upon satisfaction of all obligations under the
22 Settlement and this Order and Judgment, all Settlement Class members are bound by the
23 Settlement, have released their claims as set forth in the Settlement, and are permanently barred
24 from prosecuting against Defendant any individual or class claims released pursuant to the
25 Settlement.

26 18. Upon satisfaction of all obligations under the Settlement and this Order and
27 Judgment, Plaintiff and every member of the Settlement Class will fully release and discharge
28 Cold Steel and their respective past and present divisions, affiliates, affiliated entities, related

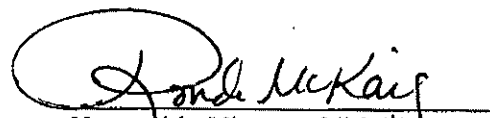
1 entities, parents, subsidiaries, predecessors, successors, assigns, and their respective
 2 shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers,
 3 representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and
 4 privies (collectively the "Released Parties) from any and all claims that were pled in the Action,
 5 or which could have been pled in the Action based on the factual allegations in the Action, that
 6 arose during the Class Period, including meal period violations, rest period violations, unpaid
 7 wages, including minimum wages, overtime and double time wages, wage statement violations,
 8 waiting time penalties, unfair business practices, and claims under the PAGA (collectively, the
 9 "Released Claims"). The period of the Release shall extend to the limits of the Class Period.

10 19. This document shall constitute a final judgment pursuant to California Rule of
 11 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
 12 approval hearing, the court must make and enter judgment. The judgment must include a
 13 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
 14 judgment. The court may not enter an order dismissing the action at the same time as, or after,
 15 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
 16 Approval Order and Judgment.

17 20. Plaintiff shall submit a final report of disbursement by Oct. 28, 2022, setting
 18 forth the actual amounts paid to Settlement Class members and other amounts disbursed pursuant
 19 to the Settlement.

21 **IT IS SO ORDERED.**

22 Dated: Nov. 18, 2021


 Honorable Vincent O'Neill
 Judge of the Superior Court