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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

NAYELI RAMIREZ-SANCHEZ, individually
and on behalf of other individuals similarly
situated,

Plaintiff,

v.

KM STRATEGIC MANAGEMENT, LLC, a
California limited liability company; and DOES 1
through 100, inclusive

Defendants.

CASE NO. RIC2002148

Assigned to Hon. Harold Hopp, Dept. 1

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
RE MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: June 26, 2020

First Amend. Complaint filed: August 14, 2020

Sec. Amend. Complaint filed October 29, 2020

Third Amend. Complaint filed Jan. 4, 2021

[PROPOSED] ORDER AND JUDGMENT RE MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

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1 Plaintiff Nayeli Ramirez-Sanchez (“Plaintiff”) and Defendant KM Strategic Management,
2 LLC (“Defendant”) entered into the Joint Stipulation of Settlement (the “Stipulation” or “Settlement
3 Agreement”) which was filed with the Court on May 16, 2024 as an attachment to the supplemental
4 declaration of Kiley Lynn Grombacher in support of the Plaintiff’s Motion for Preliminary Approval
5 of Class Action Settlement.

6 **Motion for Preliminary Approval**

7 On February 21, 2024, the Court granted preliminary approval of the proposed settlement
8 (“Settlement”). The Court preliminarily certified the following class for settlement purposes only:

9 All persons who have been, or currently are, employed by KM and who held, or hold,
10 job positions which KM has classified as “non-exempt” employees in the State of
11 California at any time from June 26, 2016, through April 16, 2023.

12 The PAGA period is June 25, 2019, through April 16, 2023, or the date of preliminary
13 approval, whichever is sooner.

14 The Court appointed Bradley/Grombacher LLP as Class Counsel for the Class. Additionally,
15 the Court appointed Plaintiff as Class Representative, and Simpluris, Inc. as the settlement
16 administrator. The Court also granted approval of the notice procedures to be used for the Settlement.

17 **Motion for Final Approval**

18 Thereafter, on June 6, 2024, the Court heard unopposed Motion for Final Approval of Class
19 Action Settlement.

20 The Court, having considered all documents submitted in connection with preliminary and
21 final approval of the Settlement and all oral arguments presented by counsel for the Parties, and with
22 good cause appearing, finds and orders as follows:

23 **IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:**

24 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of the action and over
25 all parties to the action, including all Class Members and all Aggrieved Employees.

26 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the parties shall
27 consummate the Settlement according to its terms. The Settlement was entered into in good faith; it is
28 fair, reasonable, and adequate; and it satisfies the standards and applicable requirements for final

1 approval under California law, including the provisions of California Code of Civil Procedure section
2 382 and California Rules of Court, Rule 3.769, and Labor Code Section 2699(1)(2).

3 **3. Class Certification.** The Class is properly certified as a class for settlement purposes
4 only.

5 **4. Incorporation.** The Settlement Agreement is incorporated herein and has the full force
6 and effect of an Order of this Court.

7 **5. Notice to Class Members.** Notice was provided to the Settlement Class in compliance
8 with the Settlement, California Code of Civil Procedure section 382, California Civil Code section
9 1781, due process, California Rules of Court 3.766 and 3.769, and any other applicable law, and
10 constitutes the best notice practicable under the circumstances. The Notice (i) fully and accurately
11 informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that
12 Class Members were able to decide whether to accept the benefits offered, opt out and pursue their
13 own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to
14 object to the proposed settlement; and (iv) provided the final fairness hearing's time, date, and
15 location. The Notice fully satisfied the requirements of due process.

16 **6. Objections.** No Class Members have objected to the terms of the Settlement.

17 **7. Exclusions.** One Class Member, Cardona Fuerte, has timely requested exclusion from
18 the Settlement.

19 **8. Class Counsel's Fee.** Class Counsel's Fee in the amount of \$316,666.67 is approved.
20 The fees shall be allocated and paid as follows: \$63,333.33 to the Melmed Law Group, P.C. and
21 \$253,333.34 to Bradley/Grombacher LLP.

22 **9. Class Counsel's Costs.** Class Counsel's Costs in the amount of \$26,097.36 are
23 approved. All of the costs shall be allocated and paid to Bradley/Grombacher LLP.

24 **10. Class Representative Incentive Award.** A Class Representative Incentive Award to
25 Plaintiff is approved in the amount of \$7,500.00.

26 **11. Administrator Costs.** Settlement Administrator Cost in the amount of \$9,900 to
27 Simpluris is approved.
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1 **12. PAGA Allocation and Settlement.** The PAGA allocation in the amount of \$50,000.00
2 is approved. This amount represents a fair, reasonable, and adequate sum for resolution of
3 representative claims raised pursuant to Labor Code section 2698, *et seq.*, and the Settlement of these
4 claims is approved. A payment in the amount of \$12,500 to the PAGA Group Members is approved.
5 The allocation of funds among the PAGA Group Members is fair, reasonable, and adequate. A
6 payment in the amount of \$37,500.00 to the California Labor and Workforce Development Agency is
7 approved.

8 **13. Individual Settlement Payments.** The methodology used to calculate and pay each
9 Participating Class Member's Individual Settlement Payment is fair and reasonable and, therefore,
10 approved. The Administrator is authorized to distribute the Individual Settlement Payments to
11 Participating Class Members in accordance with the terms of the Settlement. The methodology used
12 to calculate and pay each PAGA Group Members' Individual PAGA Payment is fair and reasonable
13 and, therefore, approved. The Administrator is authorized to distribute the Individual PAGA Payments
14 to PAGA Group Members in accordance with the terms of the Settlement. In mailing the Individual
15 Settlement Payments and Individual PAGA Payments, the claim administrator shall use envelopes
16 bearing the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." If any
17 class members are current employees of Defendant and the distribution is returned as undeliverable
18 and the administrator is unable to locate a valid mailing address, the administrator shall arrange with
19 the Defendant to have those distributions delivered to the employee at their place of employment.

20 **14. Unclaimed Funds.** Any settlement check should be negotiable for at least 90 days but
21 not more than 180 days from the date of mailing. The administrator shall mail a reminder postcard to
22 any class member whose settlement distribution check has not been negotiated within 60 days after
23 the date of mailing. Pursuant to California Code of Civil Procedure Section 384, the Court determines
24 that Participating Class Members and PAGA Group Members who do not receive their pro rata share
25 of the settlement shall have their share of the settlement sent to the California State Controller's
26 Office's Unclaimed Property Fund in the name of the Participating Class Member or PAGA Group
27 Member.

28 **15. Report.** Within 60 days after the void date on the checks, the Settlement Administrator

1 shall provide counsel for the class with a report that shall be filed with the Court by counsel for the
2 class within 15 days after receipt thereof. The report shall be in the form of a declaration from the
3 Settlement Administrator or other declarant with personal knowledge of the facts and shall describe
4 (1) the date the checks were mailed; (2) the total number of checks mailed to Class Members and
5 PAGA Group Members; (3) the number of checks that remain uncashed; and (4) the nature and date
6 of the disposition of those unclaimed funds.

7 **16. Fees.** Each party shall bear its own attorney's fees and costs, except as otherwise
8 provided in the Settlement Agreement. Except as set forth in the Settlement Agreement, the Class
9 Members, the PAGA Group Members, and the Class Representative shall take nothing by way of their
10 Class Action Complaint in this Action.

11 **17. Class Release.** With the exception of Fuerte, this Judgment bars in a complete and
12 final fashion all claims of the Class Members against the Released Parties from all claims that were
13 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative
14 Complaint [and ascertained in the course of the Action or that could have been alleged based on the
15 facts alleged in the Complaints, including, but not limited to: any alleged failure by KM (1) to pay
16 wages owed; (2) to provide meal breaks pursuant to Labor Code §§ 200, 226.7, 512; (3) to provide
17 rest breaks pursuant to Labor Code §§ 200, 226.7, 512; (4) to furnish an accurate itemized wage
18 statement upon payment of wages pursuant to Labor Code § 226; (5) to pay all wages owed at
19 termination pursuant to California Labor Code § 203; (6) any right or claim for unfair business
20 practices pursuant to California Business & Professions Code § 17200, et seq., based on the alleged
21 failures set forth in (1) through (5) above; and (7) any right or claim for penalties pursuant to Labor
22 Code §§ 2698-2699 et seq. The releases given by Class Members and by the PAGA Employees do
23 not include claims for vested benefits, wrongful termination claims, unemployment insurance,
24 disability insurance, social security, workers' compensation, and/or claims outside of the applicable
25 Class Period or PAGA Period. The releases given by Class Members and by the PAGA Employees
26 do not include claims for vested benefits, wrongful termination claims, unemployment insurance,
27 disability insurance, social security, workers' compensation, and/or claims outside of the applicable
28 Class Period or PAGA Period.) Participating Class Members do not release any other claims, including

1 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
2 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
3 occurring outside the Class Period.

4 **18. PAGA Release.** This Judgment bars in a complete and final fashion all claims of the
5 PAGA Group Members and the State of California against the Released Parties from all claims for
6 statutory penalties that arose during the PAGA Period and could have been sought by the California
7 Labor Commissioner for violations alleged in the Class Action Complaint or PAGA Notice. Plaintiff
8 and the State of California do not release any PAGA Employee's claims for wages or damages except
9 as previously set forth in paragraph 17.

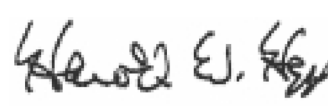
10 **19. Effective Date of Releases.** The releases set forth herein will take effect on the date
11 that this Order and Judgment is signed.

12 **20. Continued Jurisdiction.** After entry of this Judgment, pursuant to California Rules of
13 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce
14 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
15 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
16 of settlement benefits.

17 **21. Final Report (Nonappearance) Hearing Date.** The Court sets a final report hearing
18 date for April 3, 2025. A declaration in conformance with California Code of Civil Procedure section
19 384 (b) shall be filed five court days in advance of such hearing.

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

21 06/12/2024
22 Dated: _____



23 THE HONORABLE HAROLD HOPP
24 JUDGE OF THE SUPERIOR COURT
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