

05/17/24

Patrick R. Kitchin, Esq. (State Bar No. 162965)
KITCHIN LEGAL, APC
 1999 Harrison Street, 18th Floor, #3535
 Oakland, CA 94612
 Telephone: (415) 677-9058
 Email: prk@kitchinlegal.com

Nicholas C. Rowley, Esq. (State Bar No. 220036)
 Kelly B. Hanker, Esq. (State Bar No. 257596)
TRIAL LAWYERS FOR JUSTICE
 877 S. Victoria Ave., Suite 201
 Ventura, CA 93003
 Tel: 310-855-3727
 Fax: 310-855-3595
 Email: kelly@tl4j.com, teamojai@tl4j.com

VENTURA SUPERIOR COURT

FILED

06/07/2024

Brenda L. McCormick
 Executive Officer and Clerk


 Elizabeth Muller

Attorneys for Ildiko O'Connor, Laura Raya and Dina Shashua

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF VENTURA

ILDIKO O'CONNOR, an individual and on
 behalf of all others similarly situated;
 LAURA RAYA, an individual and on
 behalf of all others similarly situated; and
 DINA SHASHUA, an individual and on
 behalf of all others similarly situated;

Plaintiff,

vs.

FERGUSON SM, INC., a California
 Corporation; SEAN CORREA, an individual
 THOMAS HUMPHREY, an individual,
 MICHAEL REYES, an individual, INFINITI
 HR WEST, LLC, an Arizona Limited Liability
 Company, HR SERVICE GROUP, LLC, a
 Maryland Limited Liability Company, and
 DOES 3-50, inclusive,

Defendants.

Case No.: 56-2020-00543357-CU-OE-VTA

**~~PROPOSED~~ ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT; CERTIFYING CLASS
 FOR SETTLEMENT PURPOSES; AND
 GRANTING PLAINTIFFS' MOTION FOR
 ATTORNEYS' FEES AND COSTS, AND
 FOR SERVICE PAYMENTS TO CLASS
 REPRESENTATIVES**

Hearing Date: May 16, 2024
 Hearing Time: 8:30 a.m.
 Department 40
 Judge: Hon. Judge Mark S. Borrell

Complaint Filed: July 17, 2020
 SAC Filed: Nov. 24, 2020
 Trial Date: None set

On May 16, 2024, this Court considered the Plaintiffs' unopposed Motion for Final
 Approval of Class Action Settlement and Plaintiffs' Motion for an Award of Attorneys' Fees,

Costs, Claims Administration Expenses and Class Representative Service Payments (the "Motions"). Patrick R. Kitchin, Kitchin Legal, APC, and Kelly B. Hanker, Trial Lawyers For Justice , appeared on behalf of Plaintiffs, Areen Babajanian of Fisher & Phillips LLP appeared on behalf of Defendants Infiniti HR West, LLC, and HR Service Group, LLC, and Tony S. Skogen, Duckor Spradling Metzger & Wynne, appeared on behalf of Defendants Ferguson SM, Inc., Sean Correa, Thomas Humphrey and Michael Reyes.

On January 18,2024, this Court entered an "Order Granting Preliminary Approval of Class Action Settlement," ("Preliminary Approval Order").

For purposes of this settlement, the class is defined as follows:

"Class Members" or "Class" consists of "all licensed cosmetologists who worked for the Ferguson Defendants or the Infiniti Defendants at any time in the state of California from May 1, 2018, through July 31, 2021 ("Class Period")"

The Preliminary Approval Order directed the mailing of the Court approved Class Notice via first class mail to the Settlement Class Members in accordance with the schedule and procedures set forth in the Settlement and that Order.

In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to request exclusion or object to it. Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the instant Motions, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDGES, AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Actions, including all members of the Class.

2. The Notice provided to the Class conforms with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under

1 the circumstances, by providing individual notice to all Class Members who could be identified
2 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
3 matters set forth therein to the other Class Members. The notice fully satisfied the requirements of
4 due process.

5 3. The Court finds and determines that the proposed Class, as defined in the Settlement
6 Agreement, meets all of the legal requirements for class certification, and it is hereby ordered that
7 the Class is finally approved and certified as a class for purposes of settlement of this action.

8 4. The Court confirms Patrick R. Kitchin, Kitchin Legal, APC, and Kelly B. Hanker,
9 Trial Lawyers For Justice, as class counsels for all purposes relating to the settlement.

10 5. The Court confirms Phoenix Class Action Administration Solutions as the claims
11 administrator.

12 6. The Court finds the settlement was entered into in good faith, that the settlement is
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 7. No Class Members have objected to the terms of the settlement.

18 8. Upon entry of this Order, compensation to the Class Members shall be effected
19 pursuant to the terms of the Stipulation of Settlement and Release of Claims (“Settlement
20 Agreement”).

21 9. The unopposed Motion for Final Approval of Attorneys' Fees and Costs is hereby
22 granted, Class Counsel shall be awarded \$58,332.00 as attorneys' fees and \$18,305.12 as litigation
23 costs, with payment coming out of gross settlement amount. Awarding Class Counsel 1/3 of the
24 Gross Settlement Amount as compensation for their work on behalf of the Class is reasonable and
25 is supported by a lodestar cross-check of Plaintiffs' hours and rates.

26 10. Plaintiff Ildiko O'Connor is hereby awarded \$5,000.00 as a “service award” with
27

1 payment coming out of Gross Settlement Amount for her service to the Class.

2 11. Plaintiff Laura Raya is hereby awarded \$5,000.00 as a “service award” with payment
3 coming out of Gross Settlement Amount for her service to the Class.

4 12. Plaintiff Dina Shashua is hereby awarded \$5,000.00 as a “service award” with
5 payment coming out of Gross Settlement Amount for her service to the Class.

6 13. Administrative costs of \$9,750.00 shall be paid to the Phoenix Class Action
7 Administration Solutions as follows: \$8,000.00 shall be paid from the gross settlement amount
8 according to the terms of the Stipulation and Settlement Agreement, and an additional \$1,750.00
9 shall be paid from Class Counsel’s awarded attorneys’ fees of \$58,332.00 (such that Class
10 Counsel’s total attorneys’ fees paid will be \$56,582.00), to account for an administrative error
11 regarding the total Administrative costs in the Court approved Class Notice.

12 14. \$5,625.00 shall be paid from the gross settlement amount to the California Labor
13 and Workforce Development Agency.

14 15. “Released Claims” means all claims, rights, demands, liabilities and causes of
15 action, alleged in the Action during the Class Period. The primary facts alleged in the Action are
16 that Defendants misclassified Plaintiff and the Class as independent contractors rather than
17 employees and failed to provide Plaintiff and the Class payment of overtime wages, compliant wage
18 statements, reimbursement of expenses, rest breaks, meal periods, and all wages due upon
19 termination. Additionally, Plaintiff alleges that in doing the above, Defendants violated Sections
20 17200, *et seq.* of the California Business and Professions Code. The Released Claims include all
21 claims for legal or equitable relief, for compensatory and statutory damages, penalties, liquidated
22 damages, restitution, injunctive relief, pre-judgment and post-judgment interest, and attorney fees
23 and costs of suit that arise from, or relate to, the facts alleged in the Action. The foregoing is
24 intended to include all claims for minimum wages, straight time wages, overtime wages, meal and
25 rest periods, claims under Labor Code Sections 201, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2,
26 1197, 1197.1, *et seq.*, and 2802; California Industrial Welfare Commission Wage Order 4-2001;

1 Bus. & Prof. Code §§ 17200, *et seq.*; and all other wage, interest, statutory damages, penalty,
2 injunctive and attorney fee claims arising from, or related to, the facts alleged in the Action.

3 16. Upon the Effective Date, as defined in the Settlement Agreement, all Class Members
4 shall be and are hereby permanently barred and enjoined from the institution or prosecution of any
5 and all of the claims released under the terms of the Settlement.

6 17. Without affecting the finality of this order in any way, pursuant to California Rules
7 of Court, Rule 3.769(h), this Court shall retain jurisdiction with respect to all matters related to the
8 administration and consummation of the settlement, and any and all claims, asserted in, arising out
9 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
10 the settlement and the determination of all controversies relating thereto.

11 18. Upon satisfaction of all payments and obligations under the Settlement Agreement
12 and under this Order, every Class Member who was mailed or otherwise given notice who did not
13 opt out of the Settlement shall be bound by the Settlement and its Release.

14 19. The Parties are hereby ordered to comply with the terms of the Settlement.
15 Defendants shall make the necessary payments to Class Members, Class Counsels, Phoenix Class
16 Action Administration Solutions and the California Labor and Workforce Development Agency
17 within the time frames set forth in the Settlement Agreement.

18 20. The Court hereby enters final judgment in this case in accordance with the terms of
19 the settlement, Preliminary Approval Order, this Order, and Rule 3769(h) of the California Rules
20 of Court.

21 IT IS SO ORDERED.

22 06/05/2024

23 Date



23 Judge Mark S. Borrell