

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES

DANIEL JACOBS, on behalf of himself,
and others similarly situated,

Plaintiff,

v.

RUSH MEDIA COMPANY, LLC, a
Wisconsin limited liability company; XLT
MANAGEMENT SERVICES, INC. an
Illinois corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO. 20STCV32350

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS**

Hearing Date: May 2, 2022

Hearing Time: 10:30AM

Honorable Judge Daniel J. Buckley
Department 1

Trial Date: Not Set

Action Filed: August 25, 2020

1 On May 2, 2022 a hearing was held on Plaintiff Daneil Jacobs' ("Plaintiff") Unopposed
2 Motion for Final Approval of Class Action Settlement (the "Settlement" or "Agreement"). The
3 JCL Law Firm, APC and Zakay Law Group, APLC appeared for Plaintiff, and Klinedinst and
4 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appeared for Defendants Rush Media, LLC and
5 XLT Management Services, Inc. ("Defendants").

6 The Parties have submitted their Settlement, which this Court preliminarily approved by
7 its December 20, 2021 order (the "Preliminary Approval Order"). In accordance with the
8 Preliminary Approval Order, Class Members have been given adequate notice of the terms of the
9 Settlement and the opportunity to object to it or to exclude themselves from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties,
11 and the evidence and argument received by the Court before entering the Preliminary Approval
12 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
13 this Final Approval Order, and HEREBY ORDERS and MAKES DETERMINATIONS as
14 follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order adopts all defined terms set forth in the Agreement.

17 2. For settlement purposes only, the Court grants certification of the Class consisting
18 of all of the current and former non-exempt employees and independent contractors that worked
19 for Defendant Rush, including those that received payroll services from XLT Management
20 Services, Inc., in California during the Class Period. The Class Period is defined as the period
21 between August 20, 2016, to July 4, 2021.

22 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Settlement of
23 Class Action and Final Approval Hearing ("Class Notice") was sent to each Class Member by
24 first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their
25 right to receive a Settlement Share, their right to comment on or object to the Settlement and/or
26 the attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue
27 their own remedies, and their right to appear in person and/or by counsel at the Final Approval
28 Hearing and be heard regarding approval of the Settlement. Adequate periods of time were

1 provided by each of these procedures.

2 4. The Court finds and determines that this notice procedure afforded adequate
3 protections to Class Members and provides the basis for the Court to make an informed decision
4 regarding approval of the Settlement based on the responses of Class Members. The Court finds
5 and determines that the notice provided in this case was the best notice practicable, which
6 satisfied the requirements of law and due process.

7 5. No Class Members filed written objections to the Settlement as part of this notice
8 process.

9 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
11 each Class Member and that the Participating Class Members will be bound by the Settlement,
12 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
13 should be and hereby are ordered to be consummated.

14 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
15 the amount of 330,000 and the Settlement Shares to be paid to the Participating Class Members
16 under the Settlement are fair and reasonable. The Court hereby grants final approval to and
17 orders the payment of those amounts be distributed to the Participating Class Members out of the
18 Net Settlement Amount in accordance with the Agreement. Pursuant to the terms of the
19 Agreement, the Settlement Administrator is directed to make the payments to each Participating
20 Class Member.

21 8. The Court finds and determines that the Settlement Administration Cost for
22 administering the Settlement, in the amount of \$11,000 are fair and reasonable. The Court
23 hereby grants final approval to and orders that the payment of that amount be paid out of the
24 Gross Settlement Amount to the Settlement Administrator in accordance with the Agreement.

25 9. The Court finds and determines that the request by Plaintiff to the Class
26 Representative Service Payments is fair and reasonable and hereby orders that the requested
27 payment in the amount of \$10,000.00 be paid out of the Gross Settlement Amount.
28

1 10. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Fee Payment is fair and reasonable and hereby orders that \$110,000.00 (one-third of the
3 Gross Settlement Amount) be paid to them out of the Gross Settlement Amount. Class Counsel
4 Fees Payment shall be divided among Class Counsel as follows: 50% to the JCL Law Firm, APC
5 and 50% to Zakay Law Group, APC.

6 11. The Court also finds and determines that the request by Class Counsel for Class
7 Counsel Expense Payment is fair and reasonable and hereby orders that \$6,736.42 be paid to them
8 out of the Gross Settlement Amount.

9 12. As of the Funding Date, any person who is a Settlement Class Member who did
10 not timely and validly excluded themselves from the Settlement shall be deemed to have fully and
11 finally released all Released Claims, defined as any and all class action claims, actions, demands,
12 causes of action, suits, debts, obligations, damages, penalties but excluding PAGA penalties
13 which are being separately released herein, rights or liabilities, of any nature and description
14 whatsoever that are asserted in the Action or based on the facts and theories pleaded in the
15 operative complaint on file at the time of final approval, including but not limited to, Labor Code
16 sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 558, 1174(d),
17 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2804 and the applicable IWC Wage Orders
18 which occurred during the Class Period, and expressly excluding all other claims, including
19 claims for vested, benefits, wrongful termination, unemployment, insurance, disability, social
20 security, workers' compensation, and class claims outside of the Class Period.

21 13. As of the Funding Date, the Plaintiff, the LWDA, and the State of California shall
22 release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement,
23 and will be bound by this PAGA Release. The Released PAGA Claims are defined as any and all
24 claims for penalties under PAGA, arising during the PAGA Period, which were alleged in the
25 operative complaint at the time of final approval by Plaintiff in the Action and Plaintiff's notice
26 letters to the LWDA, including but not limited to, Labor Code sections 201, 201.3, 202, 203, 204,
27 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199,
28

1 2802, and 2804 and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees
2 and costs under PAGA, which occurred during the PAGA Period.

3 14. If, for any reason, the Settlement ultimately does not become Final (as defined by
4 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
5 respective positions in the Actions as those positions existed immediately before the Parties
6 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
7 Court in connection with the Settlement will be deemed an admission of any kind by any of the
8 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
9 the Actions or in any other action.

10 15. The Parties entered into the Settlement solely for the purpose of compromising and
11 settling disputed claims. Defendants in no way admit any violation of law or any liability
12 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
13 expressly denied by Defendants.

14 1. Without affecting the finality of this Final Approval Order and Judgment in any
15 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation and enforcement of this Order and the Settlement under Code of
17 Civil Procedure § 664.6.

18 2. The Parties are hereby ordered to comply with the terms of the Agreement.

19 3. Each side to bear its own costs and attorneys' fees except as provided by the
20 Settlement and this Final Approval Order.

21
22
23 DATED: _____

HON. DANIEL J. BUCKLEY
LOS ANGELES SUPERIOR COURT