

FILED
Superior Court of California
County of Los Angeles

05/02/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY 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~~ JUDGMENT

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

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on May 2, 2022 before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Settlement Class Action and good cause appearing therefor,

I. IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. The certification of the Class is confirmed for the purposes of settlement. The Class is defined as all of the current and former non-exempt employees and independent contractors that worked for Defendant Rush, including those that received payroll services from

1 XLT Management Services, Inc., in California during the Class Period. The Class Period is
2 defined as the period between August 20, 2016, to July 4, 2021.

3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. Brian Ashton
5 Bell opted out.

6 3. Except as set forth in the Agreement, the Order Granting Motion for Final
7 Approval of Settlement Class Action and this Final Judgment, Plaintiff, and all members of the
8 Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and costs,
9 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
10 Settlement Class Action and in this Final Judgment.

11 4. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
12 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
13 supervise and adjudicate any dispute arising from or in connection with the distribution of
14 settlement benefits.

15 5. As of the date the Defendants fund the Total Settlement Amount, each Class
16 Member who has not validly opted out has released the “Released Class Claims” against the
17 Defendant and all of the “Released Parties” as set forth in the Agreement.

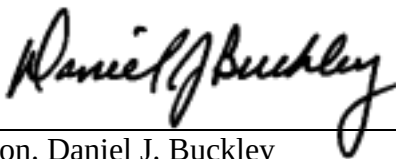
18 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
19 The Released Class Claims are defined as all class action claims, actions, demands, causes of
20 action, suits, debts, obligations, damages, penalties but excluding PAGA penalties which are being
21 separately released herein, rights or liabilities, of any nature and description whatsoever that are
22 asserted in the Action or based on the facts and theories pleaded in the operative complaint on file
23 at the time of final approval, including but not limited to, Labor Code sections 201, 201.3, 202,
24 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
25 1198, 1199, 2802, and 2804 and the applicable IWC Wage Orders which occurred during the
26 Class Period, and expressly excluding all other claims, including claims for vested, benefits,
27 wrongful termination, unemployment, insurance, disability, social security, workers’
28 compensation, and class claims outside of the Class Period. The Released PAGA Claims are

1 defined as any and all claims for penalties under PAGA, arising during the PAGA Period, which
2 were alleged in the operative complaint at the time of final approval by Plaintiff in the Action and
3 Plaintiff's notice letters to the LWDA, including but not limited to, Labor Code sections 201,
4 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 558, 1174(d), 1174.5, 1194, 1197,
5 1197.1, 1198, 1199, 2802, and 2804 and the applicable IWC Wage Orders, and any resulting claim
6 for attorneys' fees and costs under PAGA, which occurred during the PAGA Period. "Released
7 Parties" collectively means Defendants and their past, present and/or future, direct and/or indirect
8 officers, including but not limited to Tim Eichorst, directors, owners, members managers,
9 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
10 administrators, parent companies, contractors, customers, subsidiaries, affiliates, divisions,
11 predecessors, successors, assigns, and joint venturers.

12
13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
14 **ORDERED.**

15
16
17 DATED: May 2, 2022





Hon. Daniel J. Buckley
Judge, Superior Court for the State of California,
County of Los Angeles