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Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco

JUL 7 2022

CLERK OF THE COURT
By: *[Signature]*
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

STEVEN JEFFERSON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

MCCORMACK BARON MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CGC-20-588162

Honorable Richard B. Ulmer, Jr.
Department 302

CLASS ACTION

ORDER OF FINAL APPROVAL

Hearing Date: June 9, 2022
Hearing Time: 9:30 a.m.
Hearing Place: Department 302

Complaint Filed: December 4, 2020
FAC Filed: November 22, 2021
Trial Date: None Set

ORDER OF FINAL APPROVAL

1 This matter came before the Honorable Richard B. Ulmer, Jr. in Department 302 of the
2 San Francisco County Superior Court (Civic Center Courthouse), located at 400 McAllister
3 Street, San Francisco, California 94102, on Plaintiff Steven Jefferson's ("Plaintiff") Motion For
4 Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and Class
5 Representative Enhancement Payment on June 9, 2022 at 9:30 a.m. The Court issued a tentative
6 ruling on June 8, 2022 that granted the motion. Attached hereto as **Exhibit 1** is a true and correct
7 copy of the Court's tentative ruling. Pursuant to California Rules of Court section 3.1312,
8 Plaintiff was directed to prepare this Order of Final Approval ("Order") and corresponding
9 Judgment. Based upon this review, and the findings below, the Court finds good cause to enter
10 this Order.

11 1. Incorporation of Other Documents. This Order incorporates the Agreement.
12 Unless otherwise provided herein, all capitalized terms in this Order shall have the same
13 meaning as set forth in the Agreement.

14 2. Jurisdiction. Because adequate notice has been disseminated and all Class
15 Members have been given the opportunity to request exclusion from the Class, the Court has
16 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
17 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
18 grant final certification of the Class, and dismiss the class action lawsuit.

19 3. Final Class Certification. The Court finds that the Class satisfies all applicable
20 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
21 process. Accordingly, the Court certifies, a Class consisting of any and all persons who have
22 been employed by Defendant as non-exempt employees in California at any time from December
23 4, 2016 to September 15, 2021 ("Class," "Class Members," and "Class Period"). There are two
24 hundred forty-five (245) Class Members who did not submit a valid and timely request to
25 exclude themselves from the Settlement ("Participating Class Members")¹.

26
27 ¹ Phoenix mailed Notice Packets to two hundred forty-eight (248) Class Members and
28 received three (3) requests for exclusion. Consequently, there are two hundred forty-five

1 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
2 Gharajeh, and Chancellor Nobles of Justice Law Corporation have fully and adequately
3 represented the Class for purposes of entering and implementing the Settlement and have
4 satisfied the requirements of Code of Civil Procedure section 382.

5 5. Notice Packet. The Court finds that the Notice of Class Action Settlement ("Class
6 Notice") and the Election Not to Participate In ("Opt Out" Form) Class Action Settlement
7 ("Exclusion Form") (collectively, known as the "Notice Packet") and its distribution to Class
8 Members have been implemented pursuant to the Settlement and this Court's Preliminary
9 Approval Order and that they:

10 a. constitute notice that was reasonably calculated, under the circumstances,
11 to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms
12 and provisions of the Settlement and their rights under the Settlement; (iii) their right to object
13 to any aspect of the proposed Settlement (including final certification of the Class, the fairness,
14 reasonableness and adequacy of the Settlement, the adequacy of the Class's representation by
15 Plaintiff and Class Counsel, and/or the award of the Attorney Fee Award, Cost Award, and
16 Class Representative Enhancement Payment); (iv) their right to exclude themselves from the
17 Class and the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right
18 to appear at the Settlement Fairness Hearing; and (vii) the binding effect of the orders and
19 judgment in the class action lawsuit, whether favorable or unfavorable, on all Participating
20 Class Members;

21 b. constitute notice that fully satisfied the requirements of Code of Civil
22 Procedure section 382, California Rule of Court 3.769, and due process;

23 c. constitute the best practicable notice to Class Members under the
24 circumstances of the class action lawsuit; and

25 d. constitute notice reasonable, adequate, and sufficient to all Class
26 Members.

27
28 (245) Participating Class Members.

1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered in good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 7. Binding Effect. The terms and provisions of the Settlement and this Order are
8 binding on Plaintiff, the Participating Class Members, and the Eligible Aggrieved Employees, as
9 well as their spouses, heirs, registered domestic partners, executors, administrators, successors,
10 and assigns, and those terms shall have res judicata and other preclusive effect in all pending and
11 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to
12 the extent those claims, lawsuits, or other proceedings involve matters that were or could have
13 been raised in the class action lawsuit and are encompassed by the release of the Participating
14 Class Members' Released Claims. The Settlement will have no binding effect upon, and provide
15 no res judicata preclusion to, those Class Members who have submitted timely requests for
16 exclusion.

17 8. Released Claims. Upon Defendant's fulfillment of its payment obligations under
18 section III (J)(9)(a) of the Agreement, Participating Class Members waive, release, promise
19 never to assert in any forum, remise and forever discharge the Released Parties from the
20 Released Claims during the Class Period ("Released Claims").

21 a. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment
22 obligations under section III (J)(9)(a) of the Agreement, the California Labor and
23 Workforce Development Agency ("LWDA"), and any other representative,
24 proxy, or agent thereof, including, but not limited to, any and all Eligible
25 Aggrieved Employees during the Private Attorneys General Act of 2004
26 ("PAGA") Timeframe, from pursuing any action for civil penalties under Labor
27 Code sections 2698, *et seq.*, against, the Released Parties based on or arising out
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1 of alleged violations of Labor Code sections alleged in Plaintiff's letter to the
2 LWDA and the operative complaints.

3 b. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment
4 of its payment obligations under section III (J)(9)(a) of the Agreement, and in
5 exchange for the Class Representative Enhancement Payment to the Plaintiff of
6 \$10,000, in recognition of his work and efforts in obtaining the benefits for the
7 Class, and undertaking the risk for the payment of costs in the event this matter
8 had not successfully resolved, Plaintiff provides a general release of claims for
9 himself and his respective spouse, heirs, successors, and assigns. In addition, as of
10 the Effective Final Settlement Date, Plaintiff shall be deemed to have expressly
11 waived and relinquished, to the fullest extent permitted by law, the provisions,
12 rights, and benefits of Section 1542 of the Civil Code, or any other similar
13 provision under federal or state law.

14 c. Released Parties. The Released Parties include Defendant and any and all of its
15 affiliated companies and its respective parent companies, subsidiaries, affiliates,
16 shareholders, members, agents (including, without limitation, any investment
17 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
18 officers, directors and employees) predecessors, successors, and assigns
19 ("Released Parties").

20 9. Enforcement of Settlement. Nothing in this Order shall preclude any action to
21 enforce the terms and provisions of the Settlement Agreement.

22 10. Class Representative Enhancement Payment. The Court finds the Class
23 Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the
24 Total Consideration, to be reasonable and appropriate. Class Representative Enhancement
25 Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

26 a. The rationale for making enhancement payments is that class representatives
27 should be compensated for the expense and risk they have incurred in conferring a
28

benefit on other Class Members. Such payments are appropriate if they are necessary to induce individuals to participate in the suit. Criteria courts may consider include: (1) the risk to the class representatives in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and effort spent by the class representatives; (4) the duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court has reviewed Plaintiff's declaration outlining his involvement in the lawsuit. Given the risks inherent in their services as the Class Representative, the duration of the case and time involved, and the benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payment of \$10,000 to Plaintiff.

11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award of \$131,250, to be paid out of the Total Consideration by Defendant to Class Counsel, to be reasonable and appropriate. The Court further finds the Cost Award as reimbursement for actual litigation costs incurred of \$7,390.41, to be paid by Defendant to Class Counsel out of the Total Consideration, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff, Class Members, or Eligible Aggrieved Employees, or incurred by Plaintiff, Class Members, or Eligible Aggrieved Employees in connection with or related in any manner to the class action and PAGA lawsuit, the Settlement, the administration of the Settlement, and/or the Participating Class Members' Released Claims.

- a. The Court has an independent right and responsibility to review the requested Attorney Fee Award and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The Attorney Fee Award requested by Class Counsel of \$131,250 is

thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, the financial risk taken by Class Counsel, the novel and difficult nature of this litigation, the skill required to deal with these issues, percentage fees award in other cases, and the contingent fees charged in the private marketplace, the Court finds the requested Attorney Fee Award is consistent with the legal marketplace, is reasonable, and is approved.

- b. The Court has reviewed the declaration of Douglas Han regarding the costs expended in the prosecution of this litigation. Under the terms of the Settlement, Plaintiff may seek reimbursement of up to \$20,000 in litigation costs. The Court finds that Plaintiff has expended \$7,390.41 in litigation costs and that such costs were reasonable. Thus, the Court approves the payment of the Cost Award of \$7,390.41 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Costs. The Court finds Administration Costs of \$5,500, to be paid by Defendant to the Settlement Administrator out of the Total Consideration, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

- a. The Court has reviewed the declaration of Jarrod Salinas from Phoenix Class Action Administration Solutions ("Phoenix"), the Court-approved Settlement Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, that the notice constitute the best practicable notice to the Class, and that the notice satisfied due process. Phoenix has discharged its duties to provide notice to the Class. Thus, the Court approves the payment of the Administration Costs of \$5,500 for Phoenix's services in administering the Settlement.

1 13. PAGA Payment. The Court finds the PAGA Payment of \$20,000, seventy-five
2 percent (75%) of which (\$15,000) will be distributed to the LWDA out of the Total
3 Consideration and twenty-five percent (25%) of which (\$5,000) shall be distributed to Eligible
4 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
5 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

6 14. Funding of the Settlement. No later than twenty-one (21) calendar days after the
7 entry of the order granting final approval of the Settlement, Defendant shall deposit the Total
8 Consideration of \$375,000 needed to pay the entire Total Consideration by wiring the funds to
9 the Settlement Administrator. Within fourteen (14) calendar days after the funding of the
10 Settlement, the Settlement Administrator shall calculate and pay all payments due under the
11 Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the
12 Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the
13 Administration Costs.

14 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
15 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contend that
16 the proposed Settlement was the product of arm's-length negotiations following extensive
17 litigation, discovery, and exchange of documentation relating to Plaintiff's claims. The
18 negotiations were facilitated with the help of mediator Anthony F. Pantoni, who is an
19 experienced and well-respected class action mediator.

20 a. The fairness of the Settlement is further demonstrated by the fact that there are no
21 objections to and only three (3) requests for exclusion from the Settlement.

22 b. With regards to the benefits conferred to the Class, the *average* Individual
23 Settlement Share to be paid is approximately \$836.83, and the *highest* Individual
24 Settlement Share to be paid is about \$2,367.65, prior to the deduction of taxes.

25 16. Uncashed Checks. Participating Class Members And Eligible Aggrieved
26 Employees must cash or deposit their settlement checks within one hundred eighty (180)
27
28

1 calendar days after the checks are mailed to them. Uncashed settlement checks will be canceled
2 and paid by the Settlement Administrator to the cy pres recipient Legal Aid At Work.

3 17. Modification of Settlement Agreement. The Participating Class Members are
4 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
5 modifications of the Settlement Agreement by a written instrument signed by counsel for all
6 Parties or their successors-in-interest. Such amendments or modifications shall be consistent with
7 this Order and cannot limit the rights of Participating Class Members under the Settlement
8 Agreement.

9 ~~18. Final Accounting and Compliance. The Court sets a final accounting and~~
10 ~~compliance date for _____ at _____ a.m./p.m. in Department 302. No later than five~~
11 ~~(5) court days before final accounting and compliance date, Plaintiff shall file a declaration~~
12 ~~regarding compliance.~~

13 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order. This
14 Court retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement
15 of the Settlement and of this Order, and for any other necessary purpose, including, without
16 limitation:

- 17 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
18 claims, or causes of action in the class action that, in whole or in part, are related
19 to or arise out of the Settlement or this Order;
- 20 b. entering such additional orders as may be necessary or appropriate to protect or
21 effectuate this Order approving the Settlement, and permanently enjoining
22 Plaintiff from initiating or pursuing related proceedings, or to ensure the fair and
23 orderly administration of the Settlement; and
- 24 c. entering any other necessary or appropriate orders to protect and effectuate this
25 Court's retention of continuing jurisdiction.

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27 ///

1 For the reasons set forth above, the Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement
3 Payment is GRANTED. The Settlement Administrator is directed to carry out the terms of the
4 Settlement Agreement forthwith.

5 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
6 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
7 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
8 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
9 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
10 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
11 THE JUDGMENT THEREON.

12
13 IT IS SO ORDERED.

14
15 DATED: 7/7/22

16 lh
17 ☒ HONORABLE RICHARD B. ULMER, JR.
18 SUPERIOR COURT JUDGE

19 SEE EXHIBIT "A" RE
20 COMPLIANCE WITH CRC 3.1312
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EXHIBIT 1

Calendar Matter: Mtn For Order That Matter In Req For Admissions Be Deemed Admitted

Rulings: Matter on the Discovery calendar for Thursday, June 09, 2022, Line 2. PLAINTIFF HONG GARDNER'S Motion For Order That Matters In Req For Admissions Be Deemed Admitted. Pro Tem Judge William Lynn, a member of the California State Bar who meets all the requirements set forth in CRC 2.812 to serve as a temporary judge, has been assigned to hear this motion. Prior to the hearing all parties to the motion will be asked to sign a stipulation agreeing that the motion may be heard by the Pro Tem Judge. If all parties to the motion sign the stipulation, the hearing will proceed before the Judge Pro Tem who will decide the motion with the same authority as a Superior Court Judge. If a party appears by telephone, the stipulation may be signed via fax or consent to sign given by email. If not all parties to the motion sign the stipulation, the Pro Tem Judge will hold a hearing on the motion and, based on the papers submitted by the parties and the hearing, issue a report in the nature of a recommendation to the Dept. 302 Judge, who will then decide the motion. If a party does not appear at the hearing, the party will be deemed to have stipulated that the motion will be decided by the Pro Tem Judge with the same authority as a Superior Court Judge. The Pro Tem Judge has issued the following tentative ruling: The notice of motion is stricken for lack of the moving party's signature as required by C.C.P. Sec. 128.7(a) and the motion is denied unless the moving party cures the defect before 9am on 6/9/22 as provided by C.C.P. Sec. 128.7(a). If the moving party cures the defect before 9am on 6/9/22, the motion is granted. There is no opposition to the motion. Moving party's Requests for Admissions, Set One, to Defendant Omara Lodin are deemed admitted. Moving party's request for monetary sanctions is denied for failure to provide a specific amount requested as monetary sanctions as well as failure to provide evidence in support thereof. The parties are reminded of the courtesy copy requirements. For the 9:00 a.m. Discovery calendar, all attorneys and parties are required to appear remotely. Hearings will be conducted by videoconference using Zoom. To appear at the hearing, go to the court's website at sfsuperiorcourt.org under "Online Services," navigate to "Tentative Rulings," and click on the appropriate link (DISCOVERY, DEPARTMENT 301 DAILY AT 9:00 A.M.), or dial the corresponding number and use the meeting ID, and password for Department 301. Any party who contests a tentative ruling must send an email to williamclynn@gmail.com with a copy to all other parties by 4pm stating, without argument, the portion(s) of the tentative ruling that the party contests. The subject line of the email shall include the line number, case name and case number. If parties have arranged for a court reporter to appear, please include the following in your email: the reporter's full contact information [name, CSR number, personal work email, and phone number]. If the reporter is not a California Certified Shorthand Reporter, the transcript cannot be certified for use in California courts. If the tentative ruling is not contested, the parties are deemed to have stipulated to the Pro Tem hearing the motion and the Pro Tem will sign an order confirming the tentative ruling. The prevailing party is required to prepare a proposed order repeating verbatim the substantive portion of the tentative ruling and must e-mail it to the Judge Pro Tem. = (302/JPT)

Case Number: CGC20587108

Case Title: YUEYUAN LIANG VS. MARY GEE ET AL

Court Date: JUN-09-2022 09:30 AM

Calendar Matter: Notice Of Motion And Motion To File First Amended Complaint

Rulings: Matter on calendar for Thursday, June 9, 2022, Line 9 PLAINTIFF YUEYUAN LIANG'S Motion To File First Amended Complaint. Plaintiff's unopposed motion for leave to file a first amended complaint is granted. Counsel for the prevailing party is required to prepare a proposed order which states that the motion was not opposed and must email it to contestdept302tr@sftc.org prior to the hearing. = (302/RBU)

Case Number: CGC20588162

Case Title: STEVEN JEFFERSON VS. MCCORMACK BARON MANAGEMENT, INC., A MISSOURI ET AL

Court Date: JUN-09-2022 09:30 AM

Calendar Matter: Final Approval Hearing

Rulings: Matter on calendar for Thursday, June 9, 2022, Line 10 1. Final Approval Hearing. Hearing required. For the 9:30 a.m. Law & Motion calendar, all attorneys and parties may appear in Department 302 remotely. Remote hearings will be conducted by videoconference using Zoom. To appear remotely at the hearing, go to the court's website at sfsuperiorcourt.org under "Online Services," navigate to "Tentative Rulings," and click on the appropriate link, or dial the corresponding phone number. The court no longer provides a court reporter in the Law & Motion Department. Parties may retain their own reporter, who may appear in the courtroom or remotely. A retained reporter must be a California certified court reporter (CSR), for only a CSR's transcript may be used in California courts. If a CSR is being retained, please send an email to contestdept302tr@sftc.org to provide the following: their name, CSR and telephone numbers, and their individual work email address. = (302/RBU)

Case Number: CGC20588162

Case Title: STEVEN JEFFERSON VS. MCCORMACK BARON MANAGEMENT, INC., A MISSOURI ET AL

Court Date: JUN-09-2022 09:30 AM

Calendar Matter: Notice Of Motion And Motion For Final Approval Of Class Action Settlement, Attorney Fee Award, Cost Award, And Class Representative Enhancement Payment

Rulings: Matter on calendar for Thursday, June 9, 2022, Line 10 2. PLAINTIFFS STEVEN JEFFERSON'S Motion For Final Approval Of Class Action Settlement, Attorney Fee Award, Cost Award, And Class Representative Enhancement Payment. Plaintiff's "motion for final approval of class action settlement, attorney fee award, cost award, class action representative enhancement payment" is granted. For the 9:30 a.m. Law & Motion calendar, all attorneys and parties may appear in Department 302 remotely. Remote hearings will be conducted by videoconference using Zoom. To appear remotely at the hearing, go to the court's website at sfsuperiorcourt.org under "Online Services," navigate to "Tentative Rulings," and click on the appropriate link, or dial the corresponding phone number. Any party who contests a tentative ruling must send an email to contestdept302tr@sftc.org with a copy to all other parties by 4pm stating, without argument, the portion(s) of the tentative ruling that the party contests. The subject line of the email shall include the line number, case name and case number. The text of the email shall include the name and contact information, including email address, of the attorney or party who will appear at the hearing. Counsel for the prevailing party is required to prepare a proposed order which repeats verbatim the substantive portion of the tentative ruling and must email it to contestdept302tr@sftc.org prior to the hearing even if the tentative ruling is not contested. The court no longer provides a court reporter in the Law & Motion Department. Parties may retain their own reporter, who may appear in the courtroom or remotely. A retained reporter must be a California certified court reporter (CSR), for only a CSR's transcript may be used in California courts. If a CSR is being retained, include in your email all of the following: their name, CSR and telephone numbers, and their individual work email address. = (302/RBU)

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Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

STEVEN JEFFERSON, individually, and on
behalf of other members of the general
public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

MCCORMACK BARON MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CGC-20-588162

Honorable Richard B. Ulmer, Jr.
Department 302

CLASS ACTION

**PLAINTIFF'S NOTICE OF FILING
ORDER PURSUANT TO CRC
3.1312**

[Order of Final Approval and Judgment
filed concurrently herewith]

Hearing Date: June 9, 2022
Hearing Time: 9:30 a.m.
Hearing Place: Department 302

Complaint Filed: December 4, 2020
FAC Filed: November 22, 2021
Trial Date: None Set

EXHIBIT "A"

1 **TO THE HONORABLE COURT:**

2 **PLEASE TAKE NOTICE** that Defendant McCormack Baron Management, Inc.
3 (“Defendant”) approved of the Order of Final Approval and Judgment filed by Plaintiff Steven
4 Jefferson (“Plaintiff”) concurrently with this Notice pursuant to CRC 3.1312.

5 Plaintiff’s counsel sent Defendant’s counsel a copy of the Order of Final Approval and
6 Judgment at 12:44 p.m. on June 29, 2022. Defendant’s counsel responded at 2:56 p.m. on June
7 29, 2022, stating they approve of the Order of Final Approval and Judgment.

8
9 Dated: June 30, 2022

JUSTICE LAW CORPORATION

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11 By: 
12 Douglas Han
13 *Attorneys for Plaintiff*
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DOUGLAS HAN (SBN 232858)
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Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco

JUL 7 2022

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

STEVEN JEFFERSON, individually, and on
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similarly situated, and on behalf of aggrieved
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vs.

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CLASS ACTION

~~JUDGMENT~~ *order on final approval*

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1 This matter came before the Honorable Richard B. Ulmer, Jr. in Department 302 of the San
2 Francisco County Superior Court (Civic Center Courthouse), located at 400 McAllister Street, San
3 Francisco, California 94102, on Plaintiff Steven Jefferson's ("Plaintiff") Motion For Final
4 Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and Class Representative
5 Enhancement Payment on June 9, 2022 at 9:30 a.m. The Court issued a tentative ruling on June 8,
6 2022 that granted the motion. Pursuant to California Rules of Court section 3.1312, Plaintiff was
7 directed to prepare this Judgment and corresponding Order of Final Approval.

8 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

9 The Court, having entered an Order of Final Approval, hereby enters FINAL JUDGMENT
10 in favor of Plaintiff and the Class in the amount of \$375,000.

11 This Judgment is intended to be a final disposition of the above-captioned action in its
12 entirety and is intended to be immediately appealable.

13
14 **IT IS SO ORDERED.**

15
16 DATED: 7/7/22

17 ULM
18  HONORABLE RICHARD B. ULMER, JR.
19 JUDGE OF THE SUPERIOR COURT

20 SEE EXHIBIT "A" RE
21 COMPLIANCE WITH CRC 3.1312

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4 Jefferson (“Plaintiff”) concurrently with this Notice pursuant to CRC 3.1312.

5 Plaintiff’s counsel sent Defendant’s counsel a copy of the Order of Final Approval and
6 Judgment at 12:44 p.m. on June 29, 2022. Defendant’s counsel responded at 2:56 p.m. on June
7 29, 2022, stating they approve of the Order of Final Approval and Judgment.

8
9 Dated: June 30, 2022

JUSTICE LAW CORPORATION

10
11 By:  _____

Douglas Han

Attorneys for Plaintiff

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 7, 2022, I served the foregoing document described as

JUDGMENT; ORDER OF FINAL APPROVAL

for the following case: **Jefferson v. McCormack Baron Management, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 807646-20**
Court Case No.: CGC-20-588162
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 7, 2022, at Pasadena, California.



Mariah Anderson