

PLAINTIFF/PETITIONER: NICHOLAS KERBOW
 DEFENDANT/RESPONDENT: PHILLIPS AND JORDAN, INC.

CASE NUMBER:
 CIVSB2108970

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): 1/9/2024
 - b. from (*city and state*): Los Angeles, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: Morgan Forsey/ ArentFox Schiff LLP Street address: 555 West Fifth Street, 48th Floor City: Los Angeles State and zip code: CA 90013 b. Name of person served: Street address: City: State and zip code:	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
---	--

- ☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached: 8

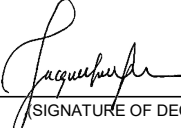
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/9/2024

Jacqueline Park

(TYPE OR PRINT NAME OF DECLARANT)




 (SIGNATURE OF DECLARANT)

1 Larry W. Lee, Esq. SBN 228175
2 DIVERSITY LAW GROUP
3 515 S. Figueroa St., Suite 1250
4 Los Angeles, CA 90071
5 Telephone: (213) 488-6555
6 Facsimile: (213) 488-6554
7 Email: lwlee@diversitylaw.com

8 Edward W. Choi, Esq. SBN 211334
9 LAW OFFICES OF CHOI & ASSOCIATES, APLC
10 515 S. Figueroa St., Suite 1250
11 Los Angeles, CA 90071
12 Telephone: (213) 381-1515
13 Facsimile: (213) 465-4885
14 Email: edward.choi@choiandassociates.com

15 Attorneys for Plaintiff NICHOLAS KERBOW and the Class
16 [Additional Attorneys listed in next page]

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 NICHOLAS KERBOW, as an individual and
21 on behalf of all others similarly situated,

22 Plaintiffs,

23 v.

24 PHILLIPS AND JORDAN, INC., a
25 Corporation; and DOES 1 through 50,
26 inclusive,

27 Defendants.

Case No. CTVSB2108970

[Assigned for all purposes to Honorable Joseph
T. Ortiz in Dept S17]

28 **[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 18, 2023

Time: 1:30 p.m.

Location: S17

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 18 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

ADDITIONAL ATTORNEYS

William L. Marder, Esq. (CBN 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

1 This matter having come before this Court for hearing on December 18, 2023 at 1:30
2 p.m. on Plaintiff NICHOLAS KERBOW's ("Named Plaintiff") unopposed Motion for Final
3 Approval of Class Action Settlement, as set forth in the Parties' Stipulation and Settlement of
4 Class Action ("Settlement Agreement" or "Settlement"), pursuant to the Order Granting
5 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), adequate
6 notice having been given as required in said Order, and the Court having considered all papers
7 filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
8 ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Class Settlement Amount of \$90,000.00 and the terms set
12 forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
13 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
14 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
15 meaning assigned to them in the Settlement Agreement and Notice of Class Action Settlement
16 ("Class Notice").

17 The Court has determined that the Class Notice provided to the Class pursuant to the
18 Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and

adequate. The amounts agreed to be paid by Defendant PHILLIPS AND JORDAN, INC. ("Defendant"), including the Individual Settlement Payments to be paid to Settlement Class members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

The Court hereby grants final approval of attorneys' fees in the amount of \$30,000.00 to Class Counsel. Diversity Law Group, P.C., Law Offices of Choi & Associates, P.C., Hyun Legal, P.C. and Polaris Law Group, LLP.

The Court hereby grants final approval of attorneys' costs in the amount of \$12,185.76 to Class Counsel Diversity Law Group, P.C., Law Offices of Choi & Associates, P.C., and Hyun Legal, P.C.

The Court hereby grants final approval of the Class Representative Enhancement Payment in the amount of \$7,500.00 to Named Plaintiff, in addition to his Individual Settlement Payment as a Class Member, for his time and effort serving as the Class Representative.

The Court also hereby approves payment of \$5,950.00 to Phoenix Settlement Administrators, the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement.

The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

1 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
2 Class, Named Plaintiff, and Defendant. The Court further finds that the Settlement is the product
3 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
4 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
5 involvement of an experienced mediator, and all Settlement Class Members, and confers a
6 significant financial benefit to the Class commensurate with the likely recovery if Named
7 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
8 Settlement Agreement is consistent with public policy, and fully complies with all applicable
9 provisions of law, including the provisions of California Code of Civil Procedure section 382
10 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
11 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
12 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
13 respective positions rather than the result of a finding of liability at trial all support the Court's
14 decision granting final approval. The following factors also support the decision granting final
15 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
16 attaining and maintaining class action status throughout the proceedings; and the extent of
17 discovery completed and the stage of the proceedings.

18 The reaction of the Class Members to the proposed Settlement further supports the
19 Court's decision granting final approval. There are no requests for exclusion from the
20 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
21 Members.

22 Phoenix Settlement Administrators shall calculate and administer from the Class
23 Settlement Amount the following, all of which shall be deducted from the \$90,000.00 Class
24 Settlement Amount: Settlement Class Awards to be made to the Settlement Class Members;
25 Attorney's Fees and Expenses Payment to Class Counsel; and Class Representative
26 Enhancement Payment to the Named Plaintiff. Phoenix Settlement Administrators is hereby
27 directed to mail the Individual Settlement Payment to Class Members and take all other actions
28 in furtherance of the settlement administration as specified in the Settlement Agreement.

1 The releases, waivers, and covenants not to sue by the Named Plaintiff, as set forth in the
2 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
3 reference and made a part of this Order as though fully set forth herein. As more specifically set
4 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
5 pursuant to the Settlement, Named Plaintiff waives and releases the Released Claims as set forth
6 in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

7 The releases, waivers, and covenants not to sue by the Class Members, as set forth in the
8 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
9 reference and made a part of this Order as though fully set forth herein. As more specifically set
10 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
11 pursuant to the Settlement, Class Members waive and release the Released Claims as set forth in
12 the Settlement Agreement, which are barred pursuant to this Order and Judgment.

13 By means of this Final Approval Order, final judgment is entered, as defined in section
14 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
15 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
16 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

17 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
18 obligations under the Settlement or under this Order.

19 Settlement Class Members shall have one-hundred eighty (180) days from the date of
20 issuance of the check to negotiate the check. Funds represented by Individual Settlement
21 Payment checks returned as undeliverable and Individual Settlement Payment checks remaining
22 un-cashed for more than 180 days after issuance will be tendered to the California Women's Law
23 Center.

24 A compliance hearing is set for December 18, 2024 at 1:30 p.m. in
25 Department S17 of the above-referenced Court. At least five (5) days prior to the compliance
26 hearing, the Settlement Administrator will provide a written declaration under oath to certify the
27 total amount that was paid to all class members and ensure that distribution of the un-cashed
28 funds be tendered to the California Women's Law Center.

1 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
2 and continuing jurisdiction over the action and the Parties for purposes of supervising the
3 implementation, enforcement, construction, administration and effectuation of the Settlement
4 Agreement.

5 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
6 comply with the terms of the Settlement Agreement.

7
8 **IT IS SO ORDERED AND ADJUDGED.**

9
10 Dated: Dec. 18, 2023

11
12 
13 Honorable Joseph T. Ortiz
14 Judge of the Superior Court
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On January 9, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Morgan Forsey
ArentFox Schiff LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013
morgan.forsey@afslaw.com

Larry W. Lee
Diversity Law Group, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
lwlee@diversitylaw.com
olympia@diversitylaw.com
erika@diversitylaw.com
calendar@diversitylaw.com

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
dhyun@hyunlegal.com

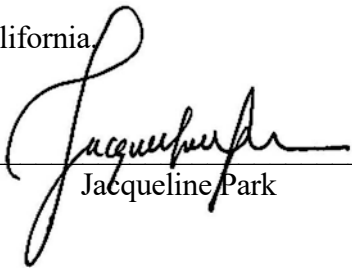
William L. Marder, Esq.
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
bill@polarislawgroup.com

 X **BY ELECTRONIC SERVICE**

I caused a true and complete copy of the document(s) described above to be served on the offices and person(s) set forth above via electronic mail.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 9, 2024, at Los Angeles, California.



Jacqueline Park