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FILED
Superior Court of California
County of Los Angeles
03/17/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JAMIE JAMES and SPENCER JOHNSTON,
13 individually and in their respective capacity,

14 Plaintiffs,

15 vs.

16 J.J. KELLER & ASSOCIATES, INC., and
17 DOES 1-50, inclusive,

18 Defendants.

Case No. 21STCV10996

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL AND JUDGMENT**

Date: March 16, 2023
Time: 10:00 a.m.
Dept.: 7

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 Plaintiffs' Motion for Final Approval of Class Action Settlement came before this Court, the
3 Honorable Lawrence P. Riff presiding, on March 16, 2023. The Court having considered the papers
4 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. All terms used herein shall have the same meaning as defined in the Class Action
6 Settlement Agreement (the "Settlement").

7 2. Consistent with the definitions provided in the Settlement, the terms "Settlement Class"
8 and "Settlement Class Members" refer to "all employees employed by Defendant in the role of "Driver
9 Trainer" and classified as exempt during the Settlement Class Period, excluding the employees who
10 worked for Defendant in that role during that period and previously signed individual settlement
11 agreements with Defendant." The "Settlement Class Period" means "the period from March 19, 2017
12 through October 26, 2022, the date Preliminary Approval was granted.

13 3. The Court has jurisdiction over the subject matter of this Action and over all Parties to
14 this Action, including all Settlement Class Members.

15 4. The Court finds that the Settlement Class is properly certified as a class for settlement
16 purposes only.

17 5. The Notice provided to the Settlement Class conforms with the requirements of
18 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
19 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
20 constitutes the best notice practicable under the circumstances, by providing individual notice to all
21 Settlement Class Members who could be identified through reasonable effort, and by providing due and
22 adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class
23 Members. The Notice fully satisfied the requirements of due process.

24 6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
25 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for
26 final approval of this class action settlement under California law, including the provisions of California
27 Code of Civil Procedure section 382 and California Rule of Court 3.769.

28 7. No Settlement Class Members have objected to the terms of the Settlement.

1 8. No Settlement Class Members have requested exclusion from the Settlement Class and
2 are thus not bound by the Settlement or this Final Approval Order and Judgment.

3 9. Upon entry of this Final Approval Order and Judgment, the Claims Administrator shall
4 distribute individual Settlement Awards to Settlement Class Members pursuant to the terms of the
5 Settlement.

6 10. In addition to any recovery that Plaintiffs may receive under the Settlement as Settlement
7 Class Members, and in recognition of their efforts on behalf of the Settlement Class, the Court hereby
8 approves the Incentive Awards in the amount of \$5,000.00 for each of the Plaintiffs (for a total of
9 \$10,000.00 in Incentive Awards).

10 11. The Court approves an attorneys' fees and costs award to Class Counsel in the sums of
11 \$119,166.67 for attorneys' fees, and \$6,099.41 for actual litigation costs.

12 12. The Court approves and orders payment of Claims Administration Costs in the amount
13 of \$2,000.00 to ILYM Group, Inc., for performance of its services as the Settlement Administrator.

14 13. The Court approves the PAGA Payment of \$75,000.00, of which \$56,250.00 is to be paid
15 to the Labor and Workforce Development Agency. The remaining \$18,750.00 shall be paid to the PAGA
16 Group Members on a pro rata basis based on pay periods worked during the PAGA Period pursuant to
17 the terms of the Settlement.

18 14. Upon the date on which Defendant fully funds the Settlement, Representative Plaintiffs
19 and Settlement Class Members shall have, by operation of this Final Approval Order and Judgment,
20 fully, finally and forever released the Class Released Claims and discharged the Released Parties from
21 the Class Released Claims, as defined by the terms of the Settlement.

22 15. Upon the date on which Defendant fully funds the Settlement, Representative Plaintiffs
23 and members of the PAGA Group shall have, by operation of this Final Approval Order and Judgment,
24 fully, finally and forever released the PAGA Released Claims and discharged the Released Parties from
25 the PAGA Released Claims, as defined by the terms of the Settlement.

26 16. All funds represented by individual Settlement Awards that Settlement Class Members
27 fail to cash within the deadlines set out in Section V.B.7 will be paid as follows:

28 A. All checks for individual Settlement Awards and PAGA Payments shall remain

1 valid and negotiable for 180 days from the date of their issuance. The Claims Administrator will include
2 with the checks a letter stating that the check must be cashed or deposited within 180 days. The funds
3 represented by individual Settlement Award and PAGA Payment checks returned as undeliverable and
4 those checks remaining un-cashed for more than 180 days after issuance shall be retained by the Claims
5 Administrator.

6 B. Any amounts from such checks that remain uncashed and otherwise unclaimed
7 shall be distributed to the California State Controller's Office pursuant to the procedures of the State of
8 California's Unclaimed Property Law.

9 C. The aggregate amount of the individual Settlement Awards paid to Authorized
10 Claimants shall not under any circumstances exceed the NSA, and the aggregate amount of the
11 individual PAGA Payments paid to the PAGA Group Members shall not under any circumstances
12 exceed 25% of the PAGA Fund.

13 17. Upon completion of administration of the Settlement, the Parties shall file a declaration
14 from the Claims Administrator stating that all claims have been paid and that the terms of the
15 Settlement have been completed. There will be a Final Accounting Hearing on July 7, 2023, at 9:00
16 a.m. in Department 7 of this Court. This will be a non-appearance date if a declaration from the Claims
17 Administrator is submitted at least five (5) court days in advance of the hearing date.

18 18. This Final Approval Order and Judgment is intended to be a final disposition of the
19 Action in its entirety, and is intended to be immediately appealable.

20 19. This Court shall retain jurisdiction pursuant to California Code of Civil Procedure
21 section 664.6 with respect to all matters related to the administration and consummation of the
22 Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the
23 Action, including but not limited to all matters related to the Settlement and the determination of all
24 controversies relating thereto.

25 20. This document shall constitute a judgment (and separate document constituting said
26 judgment) for purposes of California Rule of Court 3.769(h).

1 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge

2
3 Dated: 03/17/2023

HONORABLE LAWRENCE P. RIFF
LOS ANGELES COUNTY SUPERIOR COURT JUDGE