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FILED
Superior Court of California
County of Los Angeles

06/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSMAN VENTURA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KAY & JAMES, INC., a California corporation,
dba J & S MACHINE WORKS; and DOES 1
through 100,

Defendants.

Case No. 19STCV25743

*[Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. SSC-1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 21, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Complaint Filed: July 24, 2019
Trial Date: None

1 **PROPOSED ORDER & JUDGMENT**

2 The Motion of Plaintiff Osman Ventura (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on June 21, 2023, at 10:30
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant
19 Kay & James, Inc. in California from July 24, 2015 through July 16, 2022
(the “Class Period”).

20 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
21 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

22 4. Notice was provided to Settlement Class members as set forth in the Settlement,
23 which was approved by the Court on January 9, 2023, and the notice process has been completed
24 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
25 that said notice was the best notice practicable under the circumstances. The Class Notice
26 provided due and adequate notice of the proceedings and matters set forth therein, informed
27 Settlement Class members of their rights, and fully satisfied the requirements of California Code
28 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 7. For purposes of settlement only, the Court finds that: (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Settlement Payments, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
20 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

21 10. The Court finds that the Gross Settlement Amount of \$1,250,000.00 was deposited
22 by Defendant Kay & James, Inc. dba J & S Machine Works (“Defendant”) with the Settlement
23 Administrator, Phoenix Settlement Administrators, on August 17, 2022.

24 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to
25 Plaintiff is appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The
26 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
27 Administrator make this payment in conformity with the terms of the Settlement.

28 12. The Court finds that attorneys’ fees in the amount of \$416,666.66 and litigation

costs of \$18,247.25 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to CASA, Court Appointed Special Advocates for Children, a non-profit organization dedicated to helping children and youth in the foster care system.

16. As of the date that: (i) the Effective Date occurs and (ii) the settlement is fully funded, Plaintiff and every member of the Settlement Class will fully release and discharge Defendant and all of its past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, shareholders and investors, agents, attorneys, employees, and benefit plan sponsors by any such entities (collectively the "Released Parties") from any and all causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and losses under California law that were alleged in the operative complaint in the Action or that could have been alleged in the operative complaint in the Action, arising during the Class Period, including but not limited to the causes of action asserted in Plaintiff's operative Complaint: (1) failure to pay overtime wages; (2) minimum wage violations; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to pay all wages at the agreed-upon rate; and (8) unfair competition ("Released Claims"). This release shall run

1 from July 24, 2015 through July 16, 2022. In addition, all Settlement Class members (whether or
2 not they opt out as members of the Settlement Class) who worked for Defendant in California at
3 any point from July 23, 2020 to July 16, 2022 (the "PAGA Period") shall release any right or
4 claim for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor
5 Code § 2698, *et seq.* ("PAGA"), based on the alleged failures set forth in Plaintiff's PAGA notice
6 to the LWDA and in the operative Complaint, during the PAGA Period ("PAGA Released
7 Claims").

8 17. This document shall constitute a final judgment pursuant to California Rule of
9 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
10 approval hearing, the court must make and enter judgment. The judgment must include a provision
11 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
12 The court may not enter an order dismissing the action at the same time as, or after, entry of
13 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
14 and this Judgment.

15 18. Plaintiff shall file a disbursement declaration on or before March 15, 2024. A non-
16 appearance case review re filing of disbursement declaration is hereby set for March 22,
17 2024 at 4:00 ~~a.m.~~/p.m.

18 **IT IS SO ORDERED.**

19
20 Dated: June 21, 2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court