

HAINES LAW GROUP, APC

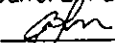
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

AUG 17 2023

Darrel E. Parker, Executive Officer

BY 
A. Fuentes Moreno, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

ROBERT LEWIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

IMERYS FILTRATION MINERALS, INC., a
Delaware corporation; IMERYS
PERFORMANCE MINERALS AMERICAS,
INC., a Delaware corporation; and DOES 1
through 100,

Defendants.

Case No.: 22CV04874

*[Assigned for all purposes to the Hon. Jed
Beebe; Dept. 4]*

**~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: August 17, 2023
Time: 8:30 a.m.
Dept.: 4

Action Filed: December 8, 2022
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Robert Lewis' Motion for Final Approval of Class Action Settlement, Attorneys'
3 Fees and Costs, and Class Representative Service Award came on regularly for hearing before
4 this Court on August 17, 2023, at 8:30 a.m., pursuant to California Rule of Court 3.769 and this
5 Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval
6 Order"). Having considered the Settlement Agreement ("Settlement Agreement" or
7 "Settlement"), Plaintiff's Motion for Final Approval of Class Action Settlement, and all other
8 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 benefits to
10 be received by the Class Members pursuant to the Settlement, the Court hereby makes a final
11 ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good
12 faith, arms'-length negotiations between the parties. Good cause appearing therefor, the Court
13 hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY
14 ORDERS THE FOLLOWING:

15 1. Final judgment is hereby entered in conformity with the Settlement and this
16 Court's Preliminary Approval Order.

17 2. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
19 Class defined as:

20 All current and former non-exempt employees who worked for Defendants
21 IMERYS Filtration Minerals, Inc. and IMERYS Performance Minerals
22 Americas, Inc. (collectively, "Defendants") in California at any time during
23 November 12, 2017, to December 31, 2022 (the "Class Period").

24 3. Plaintiff Robert Lewis is hereby confirmed as the Class Representative and
25 Fletcher W. Schmidt, Paul K. Haines, Matthew K. Moen, and Susan J. Perez of Haines Law
26 Group, APC are hereby confirmed as Class Counsel.

27 4. Notice was provided to the Class Members as set forth in the Settlement
28 Agreement, which was approved by the Court on April 20, 2023, and the notice process has been

1 completed in conformity with the Court's Orders. The Court finds that said notice constituted
2 reasonable notice under the circumstances, and constituted valid, due, and sufficient notice to all
3 Class Members. The Notice of Class Action Settlement provided due and adequate notice of the
4 proceedings and matters set forth therein, informed Class Members of their rights, and fully
5 satisfied the requirements of California Code of Civil Procedure § 382, California Rules of Court
6 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7 5. The Court finds that no Class Member objected to the Settlement and zero
8 individuals requested to be excluded from the Settlement, resulting in a 100% participation rate.
9 The Court determines that this response supports final approval.

10 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
11 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
12 according to its terms.

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

21 8. The Court finds that given the absence of objections, and objections being a
22 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
23 defined in the Settlement Agreement.

24 9. As of the date that this Judgment becomes final, all Class Members release and
25 discharge Defendants and all their present and former parent companies, subsidiaries, divisions,
26 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys,
27 insurers, successors and assigns, and any individual or entity which could be liable for any of the
28 Released Claims, and Defendants' counsel of record in the Action (collectively, the "Released

1 Parties”) from all claims under state, federal or local law, whether statutory, common law or
2 administrative law, based on the factual allegations set forth in the operative Complaint, or which
3 could have been pled in the operative Complaint based on the factual allegations therein,
4 including but not limited to claims for minimum wage violations (Labor Code §§ 558, 1182.12,
5 1194, 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations
6 (Labor Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage
7 statement violations (Labor Code § 226, *et seq.*), waiting time penalties (Labor Code §§ 201-
8 203), unfair competition and all other alleged violations of the California Business and
9 Professions Code section 17200, *et seq.*, that arose during the Class Period (“Released Claims”).
10 This release shall run from November 12, 2017, to December 31, 2022.

11 10. As of the date that this Judgment becomes final, all Class Members who worked
12 for Defendants from November 12, 2020 through December 31, 2022 (the “PAGA Period”) shall
13 be deemed to have released and discharged Defendants from alleged violations of the Private
14 Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), based on the
15 underlying Released Claims or Plaintiff’s PAGA Notice to the Labor and Workforce
16 Development Agency (“LWDA”), or which could have been pled in the operative Complaint in
17 the Action based on the factual allegations therein, including, but not limited to, claims seeking
18 civil penalties under PAGA for minimum wage violations (Labor Code §§ 558, 1182.12, 1194,
19 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations (Labor
20 Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage statement
21 violations (Labor Code § 226, *et seq.*), and waiting time penalties (Labor Code §§ 201-203),
22 that arose during the PAGA Period (the “PAGA Released Claims”). This release shall run from
23 November 12, 2020, through December 31, 2022.

24 11. The Court orders Defendants to deposit the entire Maximum Settlement Amount
25 of \$750,000.00 with CPT Group, Inc. (the “Settlement Administrator”) within 14 calendar days
26 of the Effective Date.

27 12. The Court finds that the payment to the State of California Labor and Workforce
28 Development Agency (“LWDA”) in the amount of \$37,500.00 for its 75% share of the civil

1 penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement
2 Administrator to distribute this payment in conformity with the terms of the Settlement.

3 13. The Court finds that the Class Representative Service Award in the amount of
4 \$10,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount of time
5 and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided to the
6 Class Members. The Court finds that this amount is fair, reasonable, and adequate, and orders
7 that the Settlement Administrator make this payment in conformity with the terms of the
8 Settlement.

9 14. The Court finds that attorneys' fees in the total amount of \$250,000.00 and
10 litigation costs of \$19,287.09 for Class Counsel are fair, reasonable, and adequate. The Court
11 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
12 with the terms of the Settlement.

13 15. The Court orders that the Settlement Administrator shall be paid \$8,500.00 from
14 the Maximum Settlement Amount for all of its work done and to be done until the completion of
15 this matter and finds that sum appropriate.

16 16. The Court finds that the Individual Settlement Awards, as provided for in the
17 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
18 distribute these payments in conformity with the terms of the Settlement.

19 17. Any funds from Individual Settlement Awards checks remaining uncashed after
20 the 180-day check-cashing deadline will be distributed to the California State Controller's Office
21 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
22 name of the Class Member to whom the check was issued, until such time that they claim their
23 property.

24 18. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
26 approval hearing, the court must make and enter judgment. The judgment must include a
27 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
28 judgment. The court may not enter an order dismissing the action at the same time as, or after,

1 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
2 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
3 Code of Civil Procedure § 664.6.

4 19. Pursuant to California Rule of Court, Rule 3.771(b) and the Parties’ Settlement
5 Agreement, the Settlement Administrator is Ordered to post notice of this Final Judgment and
6 Order on its website for the Class Members and aggrieved employees.

7 20. Plaintiff will submit to the Court a final report in the form of a declaration from
8 the Settlement Administrator on or before June 17, 2025, setting forth the total amount that was
9 paid to Class Members, the number and amount of any uncashed checks, confirming that
10 distribution efforts are fully completed, including the distribution of uncashed class member
11 checks to the California State Controller’s Office, and that the Settlement Administrator’s work
12 is complete. The Court will hold a final accounting hearing on July 17, 2025 at 8:30 a.m., to
13 review the report and determine if any further reports or hearings are necessary.

14 **IT IS SO ORDERED.**

15 Dated: August 17, 2023
16


Honorable Jed Beebe
Judge of the Superior Court