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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SANDRA LAMB, individually and on behalf
of all individuals similarly situated,

Plaintiff,

vs.

PERKINELMER, INC., a Massachusetts
corporation; JVT ADVISORS, LLC, a
Massachusetts limited liability company; and
DOES 1-25, inclusive,

Defendants.

CASE NO. 22STCV38033

*[Assigned for all purposes to Hon. William F.
Highberger, Dept. 10]*

~~**[PROPOSED]**~~ **FINAL JUDGMENT AND
ORDER**

DATE: February 16, 2024
TIME: 2:00 p.m.
DEPT: SSC10

Complaint Filed: December 5, 2022
FAC Filed: February 9, 2023
Trial Date: None

~~PROPOSED~~ FINAL JUDGMENT AND ORDER

A. The Parties to this Action reached a tentative Settlement and, subsequently, submitted a Settlement Agreement and supporting papers. On October 16, 2023, the Court preliminarily approved the proposed Settlement. The Court directed the Parties to provide notice of the proposed Settlement to the potential Class Members and scheduled a further hearing to determine whether the proposed Settlement, request for Plaintiff's Attorneys' Fees and Plaintiff's Expenses, and Plaintiff's Enhancement Awards are fair, reasonable, and adequate.

B. On February 16, 2024, the Court held the Final Settlement Hearing to determine: (i) whether the Action should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the proposed Settlement should be given final approval as fair, reasonable and adequate and in the best interests of each of the Parties and the Settlement Class Members; (iii) whether a final judgment should be entered as required by the Settlement; (iv) whether the Settlement Class Members should be bound by the Class Release set forth in the Settlement; (v) whether a Class Representative Service award should be made to Plaintiff as set forth in paragraph 3.2.1 of the Settlement; (vi) the amount of Plaintiff's Attorneys' award of Plaintiff's Attorneys' Fees not to exceed \$133,333.33, with the reasonable expenses not to exceed \$15,000; and (vii) any other matter that may be relevant to the Settlement. Young W. Ryu of LOYR, APC appeared for Plaintiff Sandra Lamb and the Class. Jeffrey K. Brown of Payne & Fears LLP appeared on behalf of Defendant JVT Advisors LLC, and Jonathan Brenner of Epstein Becker Green appeared for Defendant Perkinelmer, Inc.

C. No Class Members requested exclusion from the Settlement Class, and no objections were filed with respect to the proposed Settlement.

D. After reviewing the pleadings and evidence filed in support of the request for final approval of the Settlement and the requests for awards of Plaintiff's Attorneys' Fees, Plaintiff's Expenses and the Class Representative Enhancements, and hearing the attorneys for the Parties, the Court finds, and

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1 IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

2 1. The Court has personal jurisdiction over all Settlement Class Members and
3 Defendants, and the Court has subject matter jurisdiction to approve the Settlement (including all
4 Exhibits thereto).

5 2. The Settlement terms, as reflected in the Settlement Agreement, including the
6 definitions applicable to the Settlement, is incorporated by reference into this Final Judgment.

7 3. The Court finds that the Settlement was reached after arm's-length negotiations
8 between the Parties, including full-day mediation session before an impartial, respected and
9 experienced mediator; the proposed Settlement was concluded only after counsel for the Parties
10 had conducted adequate discovery and investigation; and the Settlement of the Action, as
11 embodied in the terms of the Settlement, is finally approved as fair, reasonable, adequate and
12 consistent and in compliance with all applicable requirements of the California Code of Civil
13 Procedure, the California and United States Constitutions (including the due process clauses), the
14 California Rules of Court and any other applicable law, and in the best interests of the Parties and
15 the Class Members.

16 4. Solely for the purpose of Settlement, the Court finally certifies the following Class:

17 The Class:

18 All persons employed by JVT who worked at PerkinElmer in California as non-exempt
19 employees during the period from December 5, 2018, to December 21, 2022 ("Class Period").

20 5. The above Class is certified for settlement purposes only, and the certification
21 should not be construed as an admission by Defendants with respect to any of the allegations made
22 against them in this Action by or on behalf of the members of the Settlement Class.

23 6. The Court appoints Plaintiff Sandra Lamb as Class Representative.

24 7. The Court appoints Young W. Ryu of LOYR, APC as counsel for the Class.

25 8. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") as
26 Claims Administrator.

27 9. The Court finds that:
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1 a. the above-described Class contains members so numerous that the joinder
2 of all of them is impracticable;
3 b. there are questions of law or fact common to the above-described Class;
4 c. the claims of the Class Representative are typical of the claims of the Class
5 that Plaintiff seeks to represent; and
6 d. the Class Representative and Plaintiff's Attorneys have fairly and
7 adequately protected the interests of the above-described Class.

8 10. The Parties and their counsel are ordered to implement and to consummate the
9 Settlement according to its terms and provisions.

10 11. The Notice and the notice methodology implemented pursuant to the Settlement (i)
11 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under
12 the circumstances, to apprise Class Members of the pendency of the Action, their right to object to
13 or exclude themselves from the proposed Settlement and their right to appear at the Final
14 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all
15 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code
16 of Civil Procedure, the California and United States Constitutions (including the Due Process
17 Clause), the California Rules of Court and any other applicable law.

18 12. The terms of the Settlement and this Final Judgment are binding on Plaintiff and all
19 other Settlement Class Members, as well as their heirs, executors and administrators, successors
20 and assigns, and those terms shall have *res judicata*, collateral estoppel and all other preclusive
21 effect in all pending and future claims, lawsuits or other proceedings, including all forms of
22 alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those
23 claims, lawsuits or other proceedings involve matters that have been raised in this Action as
24 provided by the Settlement.

25 13. Pursuant to paragraphs 5.1 of the Settlement, Plaintiff is deemed to have
26 conclusively released Defendants from (a) all claims that were, or reasonably could have been,
27 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
28 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,

1 Plaintiff's PAGA Notice, or ascertained during the Action. Plaintiff's Release does not extend to
2 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
3 unemployment benefits, disability benefits, social security benefits, workers' compensation
4 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
5 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or
6 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
7 shall be and remain effective in all respects, notwithstanding such different or additional facts or
8 Plaintiff's discovery of them. Such release of claims is effective as of Defendants' fully funding
9 the entire Gross Settlement Amount. The Class Representative additionally will be deemed to
10 have waived their rights under California Civil Code section 1542.

11 14. Pursuant to paragraphs 5.2 of the Settlement, participating Class Members who are
12 also Aggrieved Employees are deemed to have conclusively released Defendants from (1) any and
13 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint, including any and all claims involving any alleged failure to pay minimum
15 wage, failure to pay overtime wages or premiums, failure to pay doubletime wages or premiums,
16 failure to compensate all hours worked, failure to provide proper wage statements, failure to
17 timely pay compensation upon termination of employment, failure to provide lawful meal periods,
18 failure to authorize and permit lawful rest breaks, failure to pay meal period premiums, failure to
19 pay rest break premiums, any violation of California Labor Code sections 200, 201-203,
20 226, 226.7, 500, 510, 512 I I 82. I 2, 1194, 1194.2, 1197, 1198, and/or 2698 et seq., and any
21 violation of 12 California Code of Regulations sec. 11050 or Wage Order No. 4 and (b) all PAGA
22 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
23 Complaint and Plaintiffs' PAGA Notice. Except as set forth in Section 5.3 of the Agreement,
24 Participating Class Members do not release any other claims, including claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, workers' compensation or claims based on facts occurring
27 outside the Class Period.
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1 15. Pursuant to paragraphs 5.3 of the Settlement, participating Class Members who are not
2 Aggrieved Employees are deemed to have conclusively released Defendants from any and all
3 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
4 Operative Complaint, including any and all claims involving any alleged failure to pay minimum
5 wage, failure to pay overtime wages or premiums, failure to pay doubletime wages or premiums,
6 failure to compensate all hours worked, failure to provide proper wage statements, failure to
7 timely pay compensation upon termination of employment, failure to provide lawful meal periods,
8 failure to authorize and permit lawful rest breaks, failure to pay meal period premiums, failure to
9 pay rest break premiums, any violation of California Labor Code sections 200, 201-203,
10 226, 226.7, 500, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198 and any violation of 12 California
11 Code of Regulations sec. 11050 or Wage Order No. 4. Except as set forth in Section 5.3 of the
12 Agreement, Participating Class Members do not release any other claims, including claims for
13 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 violation of California Private Attorneys' General Act unemployment insurance, disability, social
15 security, workers' compensation or claims based on facts occurring outside the Class Period.

16 16. Plaintiff and all Settlement Class Members and any person or entity acting on their
17 behalf, are permanently barred and enjoined from (i) filing, commencing, prosecuting, intervening
18 in, participating in (as class members or otherwise), or receiving any benefits or other relief from,
19 any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other
20 proceeding or order in any jurisdiction based on the Settlement Class Released Claims in this
21 Action; and (ii) organizing such nonexcluded Class Members into a separate class for purposes of
22 pursuing as a purported class action (including by seeking to amend a pending complaint to
23 include class allegations, or by seeking class certification in a pending action) any lawsuit based
24 on the Settlement Class Released Claims in this Action.

25 17. The Parties are authorized, without further approval from the Court, to agree to and to
26 adopt such amendments, modifications and expansions of the Settlement and all exhibits attached
27 thereto which (i) are consistent with this Final Judgment, and (ii) do not limit the rights of Class
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1 Members under the Settlement.

2 18. The Court grants a Class Representative Service award of \$ 5000.00 to Plaintiff
3 Sandra Lamb. This request is justified in light of the following facts: (1) Plaintiff spent numerous
4 hours conferring with the Plaintiff's Attorneys, reviewing documents, gathering evidence,
5 formulating discovery requests, and preparing for mediation; (2) Plaintiff's efforts resulted in a
6 favorable result for the Class; and (3) Defendant do not oppose the request. The Class
7 Representative Enhancement will be paid to Plaintiff in accordance with the terms of the
8 Settlement.

9 19. The Court grants Plaintiff's Attorneys' request for an award of Plaintiff's Attorneys'
10 Fees in the amount of \$ 133,333.33, and \$ 11,756.56 for Expenses. Plaintiff's Attorneys'
11 request for an award of reasonable attorneys' fees and costs is justified in light of the following
12 facts: (1) Plaintiff's Attorneys vigorously prosecuted this case and achieved a favorable result for
13 the Class; (2) the legal issues were novel and complex; (3) Defendants do not oppose the request;
14 and (4) such other bases as offered by Plaintiff's Attorneys. The attorneys' fees and costs shall be
15 paid by Defendants in accordance with the terms of the Settlement.

16 20. Without affecting the finality of the Final Judgment, the Court shall retain continuing
17 jurisdiction over the Action, and the Parties and Settlement Class, and the administration and
18 enforcement of the Settlement. Any disputes or controversies arising with respect to the
19 enforcement or implementation of the Settlement shall be presented by motion to the Court;
20 provided however, that nothing in this paragraph shall restrict the ability of the Parties to exercise
21 their rights hereunder.

22 21. The Court set a non-appearance case review date for submission of a final report
23 summarizing all distributions made pursuant to the approved settlement on 2/6/25 @ 9 a.m.

24 Report due Jan. 31, 2025.

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IT IS SO ORDERED.

Dated: 2/16, 2024



Hon. William F. Highberger
Judge of the Superior Court