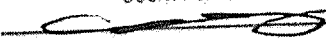


RECEIVED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY
07/10/2023
NOCONA SOBOLESKI, CLERK OF THE COURT
ELVIRA PEREZ, DEPUTY

FILED

JUL 11 2023

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS


ELVIRA PEREZ

1 **STANSBURY BROWN LAW, PC**
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7 Venice, California 90291
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9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF KINGS**

12 RALPH LOPEZ, as an individual and on behalf of
13 all others similarly situated,

14 Plaintiff,

15 vs.

16 BHJ USA, LLC, a Nebraska limited liability
17 company; and DOES 1 through 100, inclusive,

18 Defendants.

Case No. 21C-0402

[Assigned for all purposes to the Hon.
Valerie R. Chrissakis, Dept. 8]

**REVISED ~~PROPOSED~~ FINAL
ORDER OF APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

Complaint Filed: December 10, 2021
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on July 10, 2023, at 10:30
2 a.m. pursuant to California Rule of Court 3.769 and this Court's March 2, 2023 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Joint Stipulation of Class Action Settlement and Release (the
5 "Settlement" or "Settlement Agreement") attached as Exhibit A to the Declaration of Daniel J.
6 Brown In Support of Plaintiff's Motion for Preliminary Approval of Settlement, filed on February
7 2, 2023, and the submissions of counsel, and recognizing the sharply disputed factual and legal
8 issues involved in this case, the risks of further prosecution and the benefits to be received by the
9 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
10 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
11 negotiations between the Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All current and former non-exempt employees of Defendant BHJ USA, LLC in
20 California who worked for Defendant ("Settlement Class Members") at any time during
the period of December 10, 2017 through December 19, 2022 ("Class Period").

21 2. Plaintiff Ralph Lopez is hereby confirmed as Class Representative, and Daniel J.
22 Brown of Stansbury Brown Law, PC is hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on March 2, 2023, and the notice process has been
25 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
26 notice was the best notice practicable under the circumstances. The Class Notice provided due
27 and adequate notice of the proceedings and matters set forth herein, informed Class Members of
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1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3.769, and due process.

3 4. The Court finds that no Class Member objected to the Settlement and only two
4 Class Members opted-out of the Settlement, and that the 98.85% participation rate in the
5 Settlement supports final approval. The two (2) individuals who opted out are: Jose Luis Zepeda
6 Martinez and Luciano Rios Claudio.

7 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
8 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
9 terms.

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

19 7. The Court finds that given the absence of objections, and objections being a
20 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
21 notice of entry.

22 8. The Court orders that the Maximum Settlement Amount of Four Hundred Twenty-
23 Five Thousand Dollars and Zero Cents (\$425,000.00) shall be deposited with the Settlement
24 Administrator, ILYM Group, Inc. ("ILYM"), as provided in the Settlement.

25 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
26 shall be distributed to Central California Legal Services, Inc.

27 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are
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1 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual
2 Settlement Awards in conformity with the terms of the Settlement. The Court further orders that
3 if any of the Settlement Class Members are Defendant's current employees and the Settlement
4 Award mailed to those current employees is returned to the Settlement Administrator as being
5 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
6 Settlement Administrator shall arrange with Defendant BHJ USA, LLC to have those Settlement
7 Awards delivered to the employees at their place of employment.

8 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for
9 Plaintiff Ralph Lopez is appropriate for his risks undertaken and service to the Settlement Class.
10 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
11 Administrator make this payment in conformity with the terms of the Settlement.

12 12. The Court approves Plaintiff's request for attorney fees representing 33.3% of
13 \$425,000.00 and \$19,498.89 for actual litigation costs incurred, as forth in the settlement and
14 class notice, and Orders the Settlement Administrator to pay Class Counsel \$141,652.50 in
15 attorneys' fees and \$19,498.89 for Class Counsel's costs, and orders Settlement Administrator
16 to distribute these payments to Class Counsel in conformity with the terms of the Settlement and
17 by no later than the date that the Settlement Administrator disperses Individual Settlement
18 Awards.

19 13. The Court finds that a payment to the Labor & Workforce Development Agency
20 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
21 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
22 Settlement Administrator make this payment in conformity with the terms of the Settlement.

23 14. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
24 the Maximum Settlement Amount for all of its work done and to be done until the completion of
25 this matter, and finds that sum appropriate.

26 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
27 portion of the Net Settlement Amount allocated to wages shall be paid by BHJ separately, and in
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1 addition to, the Maximum Settlement Amount.

2 16. The Court finds and determines that upon satisfaction of all obligations under the
3 Settlement and this Order, all Settlement Class Members, except Jose Luis Zepeda Martinez and
4 Luciano Rios Claudio, who submitted valid requests for exclusion, will be bound by the
5 Settlement and will have released all claims in the Class Release and PAGA Release, as set forth
6 in the Settlement.

7 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment
8 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
9 and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to
10 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
11 wrongdoing on the part of Defendant.

12 18. As of the date of this Order and Final Judgment, Plaintiff and every member of the
13 Settlement Class except Jose Luis Zepeda Martinez and Luciano Rios Claudio, who submitted
14 valid requests for exclusion, shall be deemed to have released and discharged BHJ, its past and
15 present officers, directors, shareholders, employees, agents, principals, representatives,
16 accountants, auditors, consultants, insurers and reinsurers, and their respective successors and
17 predecessors in interest, parents, and attorneys (collectively the "Released Parties") from all
18 claims that were asserted or could have been asserted based on the factual or legal allegations
19 contained in the FAC, including Defendant's alleged failure to pay overtime and minimum wages,
20 provide meal and rest periods and associated premium payments, timely pay wages during
21 employment and upon termination, provide compliant wage statements, maintain complete and
22 accurate payroll records, and reimburse necessary business-related expenses, as well as all claims
23 for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest
24 periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair
25 business practices under the California Business and Professions Code sections 17200, *et seq.*
26 stemming from these alleged Labor Code violations that arose during the Class Period ("Class
27 Release").

28

1 Plaintiff and the representative group of allegedly aggrieved employees composed of all
2 non-exempt employees employed by Defendant in California ("Aggrieved Employees") at any
3 time from December 10, 2020 through December 19, 2022, will not have the opportunity to opt
4 out or object to the PAGA Amount, as described in sections 9(B) and 11(B)(5) of the Settlement,
5 and/or release of PAGA claims set forth in the Settlement. Notwithstanding the paragraphs above
6 nor anything else in the Settlement, Plaintiff's waiver and release in the Settlement does not apply
7 to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers'
8 compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

9 19. The releases identified herein shall be null and void should the Settlement not be
10 fully funded.

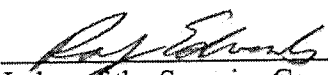
11 20. This document shall constitute a final judgment pursuant to California Rule of
12 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
13 approval hearing, the court must make and enter judgment. The judgment must include a
14 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
15 judgment. The court may not enter an order dismissing the action at the same time as, or after,
16 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
17 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

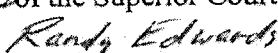
18 21. Settlement Class Members and Aggrieved Employees will receive notice of this
19 Order and Final Judgment with their Settlement Awards. Notice of this Order and Final
20 Judgment will also be posted for at least 60 days on the Settlement Administrator's website at:
21 <https://www.ilymgroup.com/casesactive>.

22 22. (Non-Appearence) Final Compliance Hearing is set for April 22, 2024 at 8:15 a.m.
23 in Department 2. The Settlement Administrator shall file a declaration regarding the
24 disbursement of Settlement Funds on or before April 15, 2024.

25 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

26 Dated: 7/11, 2023

27 
Judge of the Superior Court

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RANDY EDWARDS

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On July 10, 2023, I served the document listed below on the parties in this action as follows:

- REVISED [~~PROPOSED~~] FINAL ORDER OF APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

X (BY EMAIL) I transmitted said document(s) by electronic mail to the e-mail addresses indicated below pursuant to SB 1146 effective 9/18/20, which codifies parts of Emergency Rules 11 and 12, as amended, and CRC 2.251

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 10, 2023, at Frazier Park, California.

Isabella Aguinaga

Isabella C. Aguinaga

SERVICE LIST

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San Francisco , CA 94104

Attorneys for Defendant BHJ USA, LLC

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS
1640 Kings County Drive
Hanford, CA 93230

JUL 11 2023

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
DEPUTY

ELVIRA PEREZ

**Ralph Lopez as an individual, and on
behalf of all others similarly situated,**
Plaintiff / Petitioner,

VS.

**BHJ USA, LLC, a Nebraska limited
liability company,**
Defendant / Respondent.

Case No. 21C-0402

Certificate of Mailing

I hereby declare under penalty of perjury that I am employed by the Kings County Superior Court, over the age of 18 and not a party to this action.

On July 11, 2023, I served the following, Revised Final Order of Approval of Class Action Settlement and Final Judgment, by enclosing a true copy in a sealed envelope, and deposited at my place of business for collection and mailing with United States Mail at Hanford, California, following our ordinary business practices with which I am readily familiar addressed as follows:

Daniel J Brown
Stansbury Brown Law
2610 1/2 Abbot Kinney Blvd
Venice, CA 90291

Date: July 11, 2023

Nocona Soboleski, Court Executive Officer

By:

Deputy Court Clerk, Elvira Perez