

08/9/24

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VENTURA SUPERIOR COURT

FILED

09/06/2024

Brenda L. McCormick
 Executive Officer and Clerk

Elizabeth Muller
 Elizabeth Muller

Attorneys for Plaintiff Johnell Harris Jr.,
 individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF VENTURA**

JOHNELL HARRIS JR., individually and
 on behalf of all others similarly situated,

Plaintiff,

v.

VENTURE TRANSPORT, LLC; and DOES
 1 through 20, inclusive,

Defendants.

Case No. 56-2022-00564747-CU-OE-VTA

*Assigned for All Purposes to:
 Hon. Henry Walsh
 Dept. 42*

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

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Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant Motion for Final Approval, the Court grants final approval of the Settlement Agreement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

2. The Court finds and determines that this notice procedure afforded adequate protections to Settlement Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Settlement Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative capacity for the Class.

4. The Court has certified a Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as all non-exempt employees who worked for Defendant Venture Transport LLC (“Defendant”) in California at any time during the Class Period of October 16, 2017 through September 7, 2023, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

6. The Court hereby confirms Plaintiff Johnell Harris Jr. (“Plaintiff”) as the Class Representative in this Action.

7. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement Agreement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement Agreement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9. The Court hereby approves the Gross Settlement Amount of \$430,000.00.

10. The Court finds and determines that the Individual Settlement Payments to be paid to participating Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the participating Settlement Class Members in accordance with the Settlement Agreement.

11. The Court finds and determines that payment to the California Labor and Workforce Development Agency for as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

12. The Court finds and determines that the fees and expenses in administrating the Settlement incurred by ILYM Group, Inc. in the amount of \$4,650.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement. All unused funds will revert to the settlement fund to be distributed to Participating Class Members.

13. The Court finds and determines the Class Representative Incentive Award of \$10,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of \$150,500.00 and actual litigation costs of \$18,244.81. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

1 15. Pursuant to the terms of the Settlement, any checks are not cashed upon the expiration of
2 the 180-day check-cashing period will be void, and the uncashed funds shall be paid to the State Controller
3 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

4 16. Without affecting the finality of this order or the entry of judgment in any way, the Court
5 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
6 effectuation, and enforcement of this order and the Settlement.

7 17. Neither Defendant nor any related persons or entities shall have any further liability for
8 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
9 for by the Settlement Agreement.

10 18. Neither the making of the Settlement Agreement nor the entry into the Settlement
11 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims
12 in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall
13 not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any
14 action taken to carry out the terms of the Settlement Agreement be construed as an admission or
15 concession by or against Defendant or any related person or entity.

16 19. Nothing in this order shall preclude any action to enforce the Parties' obligations under the
17 Settlement or under this order, including the requirement that Defendant make payment to the participating
18 Settlement Class Members in accordance with the Settlement.

19 20. Upon completion of administration of the Settlement, the Settlement Administrator will
20 provide written certification of such completion to the Court and counsel for the Parties which shall be
21 filed with the Court five (5) court days before the non-appearance compliance hearing set for
22 March 3, _____, 2025 at 8:30 a.m./~~p.m.~~ in Dept. 42.

23 21. The Court hereby enters final judgment in accordance with the terms of the Settlement
24 Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

25 22. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
26 this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

1 09/04/2024
2 DATED: _____, 2024



Honorable Henry Walsh
JUDGE OF THE SUPERIOR COURT