

FILED

KERN COUNTY SUPERIOR COURT
09/01/2023

BY Fogerson, Vickie
DEPUTY

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff

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

NIKKI HOARD, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

PRODUCTIONS PLUS, INC., a Michigan
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: BCV-22-101736-BCB

Assigned for All Purposes to:
Honorable Bernard C. Barmann
Division H

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: September 1, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Division H

Complaint Filed: July 13, 2022
FAC Filed: July 20, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Nikki Hoard's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Enhancement Payment, and after considering the papers submitted in support of
4 the motion, including the Joint Stipulation of Class Action Settlement and Release ("Settlement
5 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant Productions Plus, Inc. ("Defendant") entered a Settlement
7 Agreement on or about March 1, 2023 to settle this lawsuit.

8 The Court entered an Order dated April 6, 2023, preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
11 scheduling a Final Approval Hearing, and providing Class Members with an opportunity to
12 object, request exclusion, or submit a Claim Form.

13 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
14 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided, all capitalized
15 terms in this Order and Judgment shall have the same meaning as set forth in the Agreement.

16 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
17 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
18 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
19 approve the settlement and grant final certification.

20 3. Final Class Certification. The Court finds the Class satisfies all applicable
21 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
22 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-
23 paid or non-exempt employees and independent contractors who were employed by Defendant
24 within the State of California at any time during the period from April 9, 2016 to June 27, 2022
25 ("Class," "Class Members," and "Class Period"). There are six hundred ninety-eight (698) Class
26 Members who submitted timely and valid Claim Forms for participation in the Class Action
27 Settlement ("Claimants") who will receive their share of the Net Settlement Amount.

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1 4. Adequacy of Representation. As Class Counsel have fully and adequately
2 represented the Class for purposes of entering and implementing the Settlement and have
3 satisfied the requirements of Code of Civil Procedure section 382.

4 5. Notice Packet. The Court finds the Notice of Class Action Settlement and Claim
5 Form (collectively, the “Notice Packet”) and its distribution to Class Members have been
6 implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval
7 Order. The Court also finds the Notice Packet:

8 a. constitutes notice reasonably calculated, under the circumstances, to
9 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of
10 the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of
11 the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to
12 claim a settlement payment by submitting a Claim Form; (vi) their right to appear at the Final
13 Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether
14 favorable or unfavorable, on Class Members who do not request exclusion from the Settlement
15 (“Settlement Class Members”);

16 b. constitutes notice fully satisfying the requirements of Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and due process;

18 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

19 d. constitutes the best practicable notice to Class Members.

20 6. Final Settlement Approval. The terms and provisions of the Settlement were
21 entered in good faith and are the product of arm’s-length negotiations by experienced counsel
22 who have done a meaningful investigation of the claims in the dispute. The Settlement and all
23 its terms and provisions are fully and finally approved as fair, reasonable, and adequate and in
24 the best interests of the Parties. The Parties are hereby directed to implement the Settlement
25 according to its terms and provisions.

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1 7. Binding Effect. The terms and provisions of Agreement and this Order and
2 Judgment are binding on the Settlement Class Members, as well as their heirs, executors and
3 administrators, successors, and assigns. In addition, those terms shall have res judicata and other
4 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by
5 or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings
6 involve matters that were or could have been raised in this matter and are encompassed by the
7 Released Claims. The Agreement will have no binding effect upon, and provide no res judicata
8 preclusion to, Class Members who opted out.

9 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
10 any action to enforce the terms and provisions of the Settlement Agreement.

11 9. Release of Claims by Class Members. Upon the Effective Date and condition on
12 the fully funding of the settlement, Plaintiff and Settlement Class Members will be deemed to
13 have fully, finally, and forever released, settled, compromised, relinquished, and discharged
14 with respect to all the Released Parties any and all Released Claims for any period during the
15 Released Claims Period.

16 a. General Release by the Class Representative. As a condition of the class action
17 settlement, Plaintiff shall provide a general release to the Released Parties.
18 Plaintiff also expressly waives and relinquishes any rights or benefits available to
19 her under the provisions of section 1542 of the Civil Code.

20 b. Released Parties. The Released Parties include Defendant and its past or present
21 officers, directors, shareholders, employees, agents, principals, heirs,
22 representatives, accountants, auditors, consultants, insurers and reinsurers, and
23 their respective successors and predecessors in interest, subsidiaries, affiliates,
24 parents, attorneys, and any entities that may be considered joint employers.

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1 10. Class Representative Enhancement Payment. The Court finds the Class
2 Representative Enhancement Payment of \$10,000, to be paid out of the Maximum Settlement
3 Amount by Defendant to Plaintiff, to be reasonable and appropriate. The Class Representative
4 Enhancement Payment is to be paid pursuant to the terms and provisions of the Agreement.

5 a. The rationale for making enhancement payments is that the class representatives
6 should be compensated for the expense and risk incurred in conferring a benefit
7 on other class members. Such enhancement payments are appropriate if they are
8 necessary to induce individuals to participate in the suit. Criteria courts may
9 consider include the: (1) risk in commencing this suit; (2) notoriety and personal
10 difficulties encountered; (3) amount of time and effort spent; (4) duration of the
11 litigation; and (5) personal benefit (or lack thereof) enjoyed.

12 b. The Court reviewed Plaintiff's declaration outlining her involvement in the case.
13 Given the risks inherent in the services as the class representative, the duration of
14 the case and time involved, and the benefits created for the Class, the Court
15 approves the Class Representative Enhancement Payment of \$10,000.

16 11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
17 \$875,000, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel,
18 to be reasonable and appropriate. The Court also finds an award of attorneys' costs of \$35,000,
19 to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to be
20 reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and
21 provisions of the Settlement. Defendant shall not be required to pay for any other attorneys'
22 fees, costs, or disbursements incurred by Class Counsel or any other counsel representing
23 Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys'
24 fees, costs, or disbursements incurred by Plaintiff or Class Members in connection with or
25 related to this matter, Settlement, administration of the Settlement, and/or Released Claims.

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- 1 a. The Court has an independent right and responsibility to review the requested
2 attorneys' fees and only award so much as it determines reasonable. (See
3 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
4 127-28.) The attorneys' fees by Class Counsel of \$875,000 is thirty-five percent
5 (35%) of the common fund created for the benefit of the Class Members and is
6 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
7 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved
8 for the Class, financial risk undertaken, novel and difficult nature of this
9 litigation, skill required to deal with these issues, percentage fees award in other
10 cases, and contingent fees charged in private marketplace, the Court finds the
11 request for the attorneys' fees is consistent with the legal marketplace, is
12 reasonable, and is approved.
- 13 b. The Court reviewed Douglas Han's declaration regarding the costs expended in
14 the prosecution of this case. Under the terms of the Settlement, Class Counsel
15 may seek reimbursement of up to \$35,000 in litigation costs. The Court finds
16 Class Counsel expended \$37,561.13 in litigation costs and that such costs were
17 reasonable. Because this exceeds the maximum amount permitted, the Court
18 approves the payment of attorneys' costs of \$35,000 for the reimbursement of
19 the costs and expenses incurred by Class Counsel.

20 12. Claims Administration Costs. The Court finds the Claims Administration Costs
21 of \$24,990, to be paid out of the Maximum Settlement Amount by Defendant to the Claims
22 Administrator, to be reasonable and appropriate. The Claims Administration Costs are to be
23 paid pursuant to terms and provisions set forth in the Settlement Agreement.

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a. The Court reviewed the declaration of Nicole Bench from ILYM Group, Inc., the Court-approved Claims Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Therefore, the Court approves the payment of the Claims Administration Costs of \$24,990 to the Claims Administrator for its services in administering the Settlement.

13. PAGA Payment. The Court finds the Private Attorneys General Act of 2004 (“PAGA”) Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid out of the Maximum Settlement Amount by Defendant to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$12,500) will be distributed to all PAGA Aggrieved Employees, pro rata, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms of the Agreement.

14. Funding of the Maximum Settlement Amount. Within five (5) business days of the Effective Date of the settlement, Defendant will deposit the total funds necessary to satisfy of the Court approved Attorneys’ Fees and Costs, Class Representative Enhancement Payment, Claims Administration Costs, PAGA Payment, total of the Individual Settlement Payments expected to be paid based on the Claim Forms timely submitted, and employer-side payroll taxes computed by the Claims Administrator into a Qualified Settlement Fund (“QSF”) account, to be established by the Claims Administrator. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to the Claimants’ last known mailing address within fourteen (14) calendar days after Defendant deposits all Court-approved and claim amounts from the Maximum Settlement Amount into the QSF.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the proposed Settlement was the product of arm’s-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the help of mediator Steve Serratore, an experienced and well-respected mediator.

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1 a. With respect to the fairness of the Settlement, there were no Notices of Objection
2 to and only two (2) Request for Exclusion from the Settlement.

3 b. With respect to the benefit to the Class, the gross *average* Individual Settlement
4 Payment is about \$1,181.19, and the gross *highest* Individual Settlement Share is
5 around \$12,529.22 under the proposed allocation.

6 16. Uncashed Checks. Any checks issued by the Claims Administrator to Claimants
7 will be negotiable for at least one hundred twenty (120) calendar days. Uncashed settlement
8 checks will be sent to the California State Controller's Unclaimed Property Division in
9 accordance with California Unclaimed Property Law.

10 17. Modification of Settlement Agreement. The Settlement Class Members are
11 hereby authorized to agree to and adopt amendments to or modifications of the Settlement by a
12 written instrument signed by the named Parties and counsel for all Parties or their successors-in-
13 interest. Such amendments or modifications shall be consistent with this Order and Judgment
14 and cannot limit the rights of Settlement Class Members under the Settlement.

15 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
16 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
17 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
18 other necessary purpose, including, without limitation:

19 a. enforcing the terms and provisions of the Agreement and resolving any disputes,
20 claims, or causes of action in this matter that, in whole or in part, are related to or
21 arise out of the Agreement or this Order and Judgment;

22 b. entering such additional orders as may be necessary or appropriate to protect or
23 effectuate this Order and Judgment approving the Agreement, and permanently
24 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure
25 the fair and orderly administration of the Agreement; and

26 c. entering any other necessary or appropriate orders to protect and effectuate this
27 Court's retention of continuing jurisdiction.

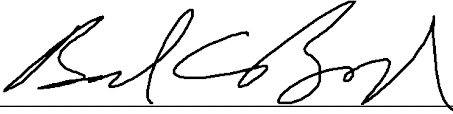
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1 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
2 and Class Representative Enhancement Payment is GRANTED. The Claims Administrator is
3 directed to carry out the terms of the Settlement Agreement forthwith.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
5 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
6 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
7 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
8 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
9 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
10 THE JUDGMENT THEREON.

11 **IT IS SO ORDERED.**

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13 DATED: Signed: 9/1/2023 08:58 AM _____



HONORABLE BERNARD C. BARMANN, JR.
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com.

On September 8, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Hoard v. Productions Plus, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-892144-22**
Court Case No.: BCV-22-101736-BCB
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 September 8, 2023, at Pasadena, California.



Sophia Hanneyan