

Electronically Filed
9/16/2024
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Brenton Ratley, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

TAVIS W FISHER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

BEELER INDUSTRIES, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CV-23-001606

Assigned for All Purposes to:
Judge John R. Maybe
Dept. 21

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

Date: September 12, 2024
Time: 8:30 a.m.
Dept: 21

1 This matter came on for hearing on September 12, 2024, at 8:30 a.m., in Department 21
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed May 22, 2024, and the Joint Stipulation of Settlement ("Settlement Agreement"),
5 a copy of which was attached as Exhibit 1 to the Declaration of Kristy R. Connolly in Support of
6 Plaintiff's Motion for Final Approval of Class Action Settlement

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard May 22, 2024 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

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

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative Tavis Fisher are typical
3 of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
4 protected the interests of the members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
6 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all current and former non-exempt employees who are or were
10 employed by Defendant Beeler Industries, Inc. in California at any time during the Class Period
11 of March 30, 2019 through May 4, 2024, and the Court deems this definition sufficient for
12 purposes of California Rule of Court 3.765(a).

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

14 6. The Court hereby confirms Plaintiff Tavis Fisher as the Class Representative in
15 this Action.

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

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Participating Class Member and that the
28

1 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$365,000.00.

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

8 11. The Court finds and determines that payment to the California Labor and
9 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
10 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
11 that the payment of that amount be paid in accordance with the Settlement Agreement.

12 12. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by Apex Class Action, LLC in the amount of \$4,990.00, are fair and
14 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
15 in accordance with the Settlement.

16 13. The Court finds and determines the Class Representatives Enhancement Award
17 of up to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator
18 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the
19 Settlement Agreement.

20 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
22 in the sum of \$121,666.67 and litigation costs of \$21,062.88. The Court finds such amounts to
23 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
24 payments in accordance with the terms of the Settlement Agreement.

25 15. Neither Defendant nor any related persons or entities shall have any further
26 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
27 liability, except as provided for by the Settlement Agreement.

1 16. Neither the making of the Settlement Agreement nor the entry into the Settlement
2 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
3 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
6 be construed as an admission or concession by or against Defendant or any related person or
7 entity.

8 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
9 under the Settlement or under this order, including the requirement that Defendants make
10 payment to the Participating Class Members in accordance with the Settlement.

11 18. The Court hereby enters final judgment in accordance with the terms of the
12 Settlement Agreement, the May 22, 2024 Order Granting Preliminary Approval of Class Action
13 Settlement, and this Order.

14 19. This Judgment is intended to be a final disposition in its entirety of the above
15 captioned action. Without affecting the finality of this judgment in any way, the Court retains
16 jurisdiction of all matters relating to the interpretation, administration, implementation,
17 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

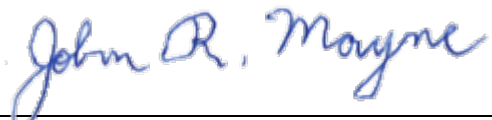
18 20. The Parties will bear their own costs and attorneys' fees except as otherwise
19 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
20 litigation costs.

21 21. Upon completion of administration of the Settlement, the Settlement
22 Administrator shall provide written certification of such completion to the Court and counsel
23 for the Parties which shall include the total amount that was actually paid to Class Members and
24 which shall be filed with the Court five (5) court days before the Compliance hearing set for
25 **May 15, 2025 at 8:30 a.m.** in the above-entitled Court.

26 22. Plaintiff is ordered to give notice of this ruling and provide the Notice of Entry
27 of Final Order and Judgment to the Settlement Administrator, who shall post the Notice of Entry
28

1 of Final Order and Judgment on the Settlement Administrator's website for ninety (90) calendar
2 days.

3
4 DATED: 9/13/2024



Honorable ~~John R. Mayne~~ John R. Mayne
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On September 12, 2024, I served the foregoing document(s) entitled:

5 • **REVISED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL**
6 **APPROVAL OF CLASS ACTION SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true*
8 *copy* thereof on the party(ies) addressed below as follows:

8 Stacy L. Henderson
9 **HENDERSON HATFIELD**
578 N. Wilma Avenue, Suite A
10 Ripon, California 95366
Telephone: (209) 599-5003
11 Facsimile: (209) 599-5008
stacy@hendersonhatfield.com
12 vanessa@hendersonhatfield.com

13 *Attorneys for Defendants:*
14 **BEELER INDUSTRIES, INC.**

15 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
16 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
17 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

18 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
19 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
20 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

21 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
22 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
24 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

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Executed on September 12, 2024, at Irvine, California.

Laila Shams