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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – GOV. GEORGE DEUKMEJIAN COURT

KAVIN TURNER,

Plaintiff;

vs.

KBR INC., dba ELECTRO-TECH
MACHINING, INC., a California
corporation; ELOISE BARAJAS, an
individual; and DOES 1 through 250,
inclusive;

Defendants.

Case No.: 19LBCV00063

The Honorable Mark C. Kim

**[PROPOSED] ORDER RE: FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 25, 2021

Time: 8:30 a.m.

Dept.: S27

Action Filed: 01/29/2019

First Amended Complaint: 4/08/2019

Trial Date: Not Yet Set

ORDER

On June 25, 2021, at 8:30 a.m. in Department S27, the Court heard Plaintiff's
Unopposed Motion for Final Approval of Class Action Settlement ("Motion") and Motion for
Attorney's Fees and Costs. GOOD CAUSE appearing, IT IS HEREBY ORDERED that the
Motion is GRANTED as follows:

FILED
Superior Court of California
County of Los Angeles

06/25/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Viola Deputy

1 1. The Court gives Final Approval to the Settlement as fair, reasonable, and
2 adequate as to each of the Parties, and consistent with and in compliance with California law,
3 and directs the Parties and their counsel to implement and consummate the Settlement
4 Agreement in accordance with the Settlement Agreement's terms and provisions. The Court
5 finds that the proposed relief with respect to the Class is appropriate, both as to the individual
6 members of the Class and as a whole.
7

8 2. The Court finds that the notice program implemented pursuant to the Settlement
9 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
10 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
11 object or exclude themselves from the proposed Settlement, to appear at the Final Approval
12 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted
13 due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met
14 applicable requirements of due process.
15

16 3. Solely for the purposes of effectuating the Settlement, this Court has concluded
17 that certification of the class is appropriate and hereby certifies the Class as defined below (and
18 in the Settlement Agreement) and further concludes that this definition is sufficient for purposes
19 of California Rules of Court 3.765(a) and 3.771, and that the Settlement Agreement is binding
20 on all Class Members, as defined below:
21

22 "All current and former non-exempt hourly employees who were subject to KBR's bell
23 system directing meal periods while employed by KBR in Long Beach, California
24 from four years prior to the date that Plaintiff filed his Second Amended Complaint
25 (January 9, 2016) through the date the Court issues an order granting Preliminary
26 Approval of this Settlement (February 19, 2021), excluding putative members who
27 filed valid and timely Requests for Exclusion with the Claims Administrator."
28

1 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
2 for the purpose of entering into and implementing the Settlement.

3 5. The Court finds that there were zero opt outs and zero objections to the
4 Settlement.

5 6. The Court adjudges that, upon the Effective Date, Plaintiff and the Class
6 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed and
7 released any and all Released Claims as provided in the Settlement Agreement.

8 8. The Court approves Class Counsel's Attorney's Fees in the amount of \$25,308,
9 and Costs in the amount of \$5,000. The Attorney's fees and litigation expenses shall be paid in
10 accordance with the Settlement. The Parties are to bear their own attorney's fees and costs,
11 except as otherwise provided in this paragraph.

12 9. The Court further approves payment of a service award in an amount of \$7,500
13 to class representative Kavin Turner in recognition of his services on behalf of the Class in this
14 Action, which is in addition to his payment as a participating claimant. The service award will
15 be paid in accordance with the terms of the Settlement.

16 10. The Court approves the Claims Administration Fee of \$8,000 to be paid to CPT
17 out of the Gross Settlement Fund.

18 11. The Court approves the establishment of an interest bearing escrow account (the
19 "Settlement Escrow") by CPT for purpose of receiving and distributing the Gross Settlement
20 Amount in accordance with the Settlement and the Court's orders. The Settlement Escrow
21 established by this Order is intended to be a Qualified Settlement Fund within the meaning of
22 section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury
23 Regulations sections 1.468B-1, and will be subject to the continuing jurisdiction of this Court.

24 12. The Court approves the LWDA Payment in the amount of \$5,000.00, with
25 \$3,750.00 going to the LWDA and \$1,250.00 to be included within the Net Settlement Fund.

26 13. The Court approves the payments to the Participating Class Members, according
27 to the terms of the Settlement Agreement and the Final Approval Order and Judgment. Upon
28 the Effective Date, Plaintiffs and all members of the Settlement Class shall have, by operation of

1 this Order and Judgment, finally and forever released, relinquished, and discharged Defendant
2 from all claims as defined by the Settlement Agreement. Upon the effective date, Plaintiff and
3 all members of the Settlement Class shall be and are hereby permanently barred and enjoined
4 from instituting or prosecuting any and all claims released under the terms of the Settlement
5 Agreement.

6 14. Without affecting the finality of the Final Order for purposes of appeal, the Court
7 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
8 and interpretation of the terms of the Settlement Agreement and the Final Order and for any
9 other necessary purposes.



10 15. This document shall constitute a Judgment for purposes of California Rule of
11 Court 3.769(h). The Parties are ordered to cause a copy of this Order and Judgment to be posted
12 by the Claims Administrator, CPT, on its website, in order to provide notice to the Class as
13 required by California Rule of Court 3.771(b)

14 16. The Court will set a final accounting hearing on JUL 15, 2021 at
15 11:00 AM regarding the status of the settlement administration. Plaintiff should file a
16 Declaration regarding the status of the settlement administration at least 10 days before the
17 hearing.

18
19 **IT IS SO ORDERED.**

20 06/25/2021

21 Dated: _____, 2021

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26
27
28
By  
Mark C. Kim / Judge
Honorable Mark C. Kim