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Attorneys for Plaintiff EVERETT KING
individually, and on behalf of others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES— SPRING STREET

EVERETT KING, individually and on
behalf of all others similarly situated.

Plaintiff,

vs.

RUSS BASSETT CORP., a California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

JUN 28 2021

Sherri R. Carter, *deputy* Clerk
by Alfredo Morales deputy
ALFREDO MORALES

RECEIVED

JUN 22 2021

FILED WINDOW

CASE NO. 19STCV20135

[Assigned for all purposes to the
Honorable Amy D. Hogue]

CLASS ACTION

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

Date: June 28, 2021
Time: 11 a.m.
Dept.: SSC-7

Complaint Filed: June 10, 2019

BY FAX

1 Plaintiff Everett King's ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 came on for hearing on June 28, 2021, before the Honorable Amy D. Hogue. Due and adequate
3 notice having been given to the Class Members, as defined below, and the Court having
4 considered Plaintiff's motion and all papers filed in support thereof, including the Third Amended
5 Stipulation of Class Action Settlement ("Stipulation"), and the Exhibits thereto, and any
6 objections to the proposed Settlement, and having reviewed the record in the Action, and good
7 cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
10 defined terms as set forth in the Stipulation in the Action.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
12 Participating Class Members, and defendant Russ Bassett Corp. ("Defendant").

13 3. The Court finds that the Stipulation was made and entered into in good faith and
14 hereby approves the Settlement as fair, adequate, and reasonable to all Participating Class
15 Members.

16 4. Solely for purposes of effectuating the Settlement, this Court certifies a class
17 defined as follows:

18 All current and former non-exempt employees of Defendant Russ Bassett
19 Corp. in the State of California at any time within the period beginning
20 May 26, 2013 through March 2, 2021.

21 5. The notice provided to the Class Members conforms with the requirements of
22 California Code of Civil Procedure section 382, California Civil Code section 1781, California
23 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
24 applicable law, and constitutes the best notice practicable under the circumstances, by providing
25 individual notice to all Class Members who could be identified through reasonable effort, and by
26 providing due and adequate notice of the proceedings and of the matters set forth therein. The
27 notice fully satisfies the requirements of due process.
28

1 6. The Court finds that no Class Members have requested exclusion from the
2 Settlement.

3 7. The Court finds that no Class Members have objected to the Settlement.

4 8. Upon the date that Defendant provides the full Maximum Settlement Amount to
5 the Claims Administrator, Plaintiff and all Participating Class Members shall be deemed to have,
6 and by operation of entry of this Judgment granting final approval of the Settlement, shall have,
7 fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged, the
8 Classed Member Released Claims. Only Settlement Class Members who timely cash their checks
9 for their individual Settlement Sum payments will be deemed to have “opted in” to the release of
10 the Released Claims arising under the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)
11 (“FLSA”).

12 9. Upon the date that Defendant provides the full Maximum Settlement Amount to
13 the Claims Administrator, Plaintiff shall have, by operation of this Judgment, be deemed to have
14 expressly waived and relinquished the Released Parties from any and all claims, demands, rights,
15 liabilities, and/or causes, of any form whatsoever, whether known or unknown, unforeseen,
16 unanticipated, unsuspected or latent, that have been or could have been asserted by her or her
17 heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in
18 any other capacity, against Defendants or any of the other Released Parties, arising at any time
19 prior to entry of the Final Order and Judgment and shall waive all rights and benefits under Civil
20 Code § 1542.

21 10. The Court finds that the Maximum Settlement Amount and the methodology used
22 to calculate and pay each Settlement Class Member’s Settlement Sum are fair and reasonable.
23 The Court authorizes the Claims Administrator to pay the Settlement Sums payments to
24 Settlement Class Members in accordance with the terms of the Stipulation.

25 11. Class Counsel is awarded attorneys’ fees in the amount of \$83,333.33, for their
26 services in connection with the litigation and resolution of the claims asserted in this action, to be
27 paid from the Maximum Settlement Amount pursuant to the terms of the Stipulation.

28 12. Class Counsel is awarded \$30,000 for litigation costs and expenses, to be paid

1 from the Maximum Settlement Amount pursuant to the terms of the Stipulation.

2 13. Plaintiff shall be paid from the Maximum Settlement Amount a Class
3 Representative Enhancement Award in the amount of \$5,000.00 for his time and effort in
4 bringing and presenting the Action and for releasing his Released Claims.

5 14. The Court approves a PAGA payment to the Labor and Workforce Development
6 Agency ("LWDA") of Fifteen Thousand Dollars (\$15,000.00), which represents seventy-five
7 percent (75%) of the total PAGA Allocation of Twenty Thousand Dollars (20,000.00).

8 15. The Court hereby approves Settlement Administration Costs in the amount of
9 \$12,000.00 to be paid to the Claims Administrator from the Maximum Settlement Amount.

10 16. The Parties shall implement the Stipulation according to its terms.

11 17. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final
12 Order and Judgment shall be provided to the Class by the Claims Administrator posting it on the
13 Claims Administrator's website.

14 18. This Judgment is intended to be a final disposition of the Action in its entirety and
15 is intended to be immediately appealable.

16 19. Without affecting the finality of this Order, this Court shall retain jurisdiction with
17 respect to all matters related to the administration and consummation of the Settlement, and any
18 and all claims, asserted in, arising out of, or related to the subject matter of the Action, including
19 but not limited to all matters related to the Settlement and the determination of all controversies
20 relating thereto.

*The administrator is ordered to file a declaration
confirming final pay out of all funds by 4/18/2022
The court sets non-appearance case review for 4/25/22 at 10:00 am*

21 20. The Court directs that judgment be entered in accordance with the terms of this
22 Order.

*The parties are ordered to file an amended judgment
if necessary under CCP 384.*

23
24 IT IS SO ORDERED.

25
26 DATED: 6-29-21


27 HON. AMY D. HOGUE
28 JUDGE OF THE SUPERIOR COURT