

FILED  
TULARE COUNTY SUPERIOR COURT  
VISALIA DIVISION

MAR 23 2018

STEPHANIE CAMERON, CLERK

BY: Farm Ching

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
**LAWYERS for JUSTICE, PC**  
3 410 West Arden Avenue, Suite 203  
Glendale, California 91203  
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff and the Class*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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**FOR THE COUNTY OF TULARE**

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BRIAN HAYS; individually, and on behalf of  
10 other members of the general public similarly  
situated,

Case No.: VCU261751

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Plaintiff,

Honorable Bret D. Hillman  
Department 7

12

vs.

**CLASS ACTION**

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14 VENTURA COASTAL, LLC, an unknown  
business entity; and DOES 1 through 100,  
inclusive,

**[REVISED PROPOSED] FINAL  
APPROVAL ORDER AND JUDGMENT**

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Defendants.

Date: March 6, 2018  
Time: 8:30 a.m.  
Department: 7

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Complaint Filed: July 21, 2015  
FAC Filed: September 11, 2017  
Jury Trial Date: None Set

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1 This matter came before the Honorable Bret D. Hillman on March 6, 2018 at 8:30 a.m. in  
2 Department 7 of the above-entitled Court, located at the County Civic Center, 221 South  
3 Mooney Boulevard, Visalia, California 93291, on Plaintiff Brian Hays' ("Plaintiff") Motion for  
4 Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payment  
5 ("Motion for Final Approval"). Danielle L. Chang, Esq. of Lawyers for Justice, PC appeared on  
6 behalf of Plaintiff and Jeffrey P. Fuchsman, Esq. of Ballard Rosenberg Golper & Savitt, LLP  
7 appeared on behalf of Defendant Ventura Coastal, LLC ("Defendant").

8 On November 7, 2017, the Court granted Plaintiff's Renewed Motion for Preliminary  
9 Approval of Class Action Settlement, and on November 16, 2017, entered an Order Granting  
10 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby  
11 preliminarily approving the settlement of the above-entitled action ("Action") in accordance with  
12 the Stipulation of Class Action Settlement and Release and Amendment No. 1 to Stipulation of  
13 Class Action Settlement and Release (together, "Settlement," "Agreement," or "Settlement  
14 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and  
15 conditions for settlement of the Action.

16 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. All affected parties were given timely and proper notice of the Motion for Final  
20 Approval of Class Action Settlement and Defendant Ventura Coastal LLC has filed a "Notice of  
21 Joinder" to the motion.

22 2. All terms used herein shall have the same meaning as defined in the Settlement  
23 Agreement and this Final Approval Order and Judgment.

24 3. This Court has jurisdiction over the claims of the Class Members asserted in this  
25 proceeding and over all parties to the Action.

26 4. The Court finds that the applicable requirements of California Code of Civil  
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
28 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional

1 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

2 The Class is hereby defined to include:

3 All persons who are or have been employed by Defendant Ventura Coastal,  
4 LLC (“Defendant”) as non-exempt employees in the State of California at any  
time from July 21, 2011 through November 7, 2017.

5 5. The Notice of Proposed Class Action Settlement (“Notice”) that was provided to  
6 the Class Members, fully and accurately informed the Class Members of all material elements of  
7 the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
8 exclusion from, the Settlement; was the best notice practicable under the circumstances; was  
9 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
10 State of California, the United States Constitution, due process and other applicable law. The  
11 Notice fairly and adequately described the Settlement and provided the Class Members with  
12 adequate instructions and a variety of means to obtain additional information.

13 6. Pursuant to California law, the Court hereby grants final approval of the  
14 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.  
15 More specifically, the Court finds that the Settlement was reached following meaningful  
16 discovery and investigation conducted by Class Counsel; that the Settlement is the result of  
17 serious, informed, adversarial, and arms-length negotiations between the parties; and that the  
18 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court  
19 has considered all of the evidence presented, including evidence regarding the strength of the  
20 Plaintiff’s case; the risk, expense, and complexity of the claims presented; the likely duration of  
21 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
22 completed; and the experience and views of Class Counsel. The Court has further considered the  
23 single objection to the Settlement that was submitted by Alejandro Lopez, and the fact that there  
24 was only one (1) valid and timely Request for Exclusion submitted by a Class Member to the  
25 Settlement Administrator. The Court hereby overrules, in its entirety, the objection made by  
26 Alejandro Lopez and directs that the Settlement be affected in accordance with the Settlement  
27 Agreement and the following terms and conditions.

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1           7.       A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
4 the Settlement. Accordingly, the Court determines that all Class Members who did not timely  
5 and properly submit a Request for Exclusion to the Settlement Administrator are bound by this  
6 Final Approval Order and Judgment.

7           8.       It is hereby ordered that Defendant shall transmit the Gross Settlement Amount to  
8 the Settlement Administrator within ten (10) calendar days after the Effective Date, in  
9 accordance with the Settlement Agreement.

10          9.       It is hereby ordered that the Settlement Administrator, Simpluris, Inc.  
11 (“Simpluris”), shall issue payment to itself in the amount of \$13,272 for the services performed  
12 and costs incurred for the notice and settlement administration process, in accordance with the  
13 Settlement Agreement.

14          10.      It is hereby ordered that the Settlement Administrator shall issue the Claim  
15 Amount checks to all Class Members who have not submitted timely and valid Requests for  
16 Exclusion to the Settlement Administrator (“Class Claimants”), according to the methodology  
17 and terms set forth in the Settlement Agreement.

18          11.      It is further ordered, pursuant to California Code of Civil Procedure section 384,  
19 that funds associated with all Claim Amount checks issued to Class Claimants that are not  
20 cashed or deposited within one hundred and eighty (180) calendar days after they are mailed will  
21 be considered unpaid, unclaimed, or abandoned cash residue (“Unpaid Residue”), and the  
22 Unpaid Residue plus any accrued interest that has not otherwise been distributed, shall be  
23 transmitted in conformity with California Code of Civil Procedure section 384, as follows:  
24 twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and  
25 Modernization Fund and seventy-five percent (75%) to the State Treasury for deposit into the  
26 Equal Access Fund of the Judicial Branch.

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1           12.     The Court finds that the Service Payment sought is fair and reasonable for the  
2 work performed by Plaintiff on behalf of the Class. It is hereby ordered that that the Settlement  
3 Administrator issue payment to Plaintiff Brian Hays in the amount of \$8,000 for his Service  
4 Payment.

5           13.     The Court finds that the allocation of \$40,000 toward penalties under the  
6 California Private Attorneys General Act of 2004 (“PAGA”), is fair and reasonable, and hereby  
7 approved. The Settlement Administrator shall distribute the PAGA penalties as follows: the  
8 amount of \$30,000 to the California Labor and Workforce Development Agency, and the amount  
9 of \$10,000 to be a part of the Net Settlement Amount.

10          14.     The Court finds that the request for an award of attorneys’ fees in the amount of  
11 \$261,677 falls within the range of reasonableness, and the results achieved justify the award  
12 sought. The requested attorneys’ fees are fair, reasonable, and appropriate, and are hereby  
13 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of  
14 \$261,677 to Lawyers *for* Justice, PC for attorneys’ fees, according to the methodology and terms  
15 set forth in the Settlement Agreement.

16          15.     The Court finds that reimbursement of litigation costs and expenses in the amount  
17 of \$34,793.05 incurred by Class Counsel is reasonable, and hereby approved. It is hereby  
18 ordered that the Settlement Administrator issue payment in the amount of \$34,793.05 to Lawyers  
19 *for* Justice, PC for reimbursement of litigation costs and expenses.

20          16.     With this final approval of the Settlement, the Court hereby enters Judgment by  
21 which Class Claimants shall be conclusively determined to have given a release of, and  
22 permanently enjoined and forever barred from asserting, any Released Claims against the  
23 Released Parties, as set forth in the Settlement Agreement and the Notice. Only Class Claimants  
24 who cash their Claim Amount check, will be deemed to have opted into the settlement of the  
25 Released Claims that arise under the Fair Labor Standards Act (“FLSA”) and to have thereby  
26 released the Released Claims that arise under FLSA against the Released Parties.

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1           17.    After entry of this Final Approval Order and Judgment, pursuant to California  
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
3 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge  
4 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
5 connection with the distribution of settlement benefits.

6           18.    Notice of entry of this Final Approval Order and Judgment shall be given to the  
7 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris'  
8 website for a period of at least sixty (60) calendar days after the date of entry of this Final  
9 Approval Order and Judgment.

10 Dated:                     MAR 23 2018          

**BRET D. HILLMAN**  
\_\_\_\_\_  
HONORABLE BRET D. HILLMAN  
JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

*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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On March 21, 2018, I served the following documents described as **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action as follows:

Jeffrey P. Fuchsman  
BALLARD ROSENBERG GOLPER & SAVITT, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
Encino, California 91436

*Attorney for Defendant Ventura Coastal, LLC*

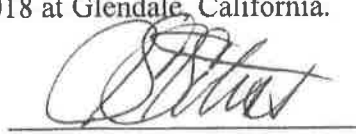
**[X] BY U.S. MAIL**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

**[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 March 21, 2018 at Glendale, California.



Suzana Solis