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VENTURA SUPERIOR COURT

12/7/23

VENTURA SUPERIOR COURT

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02/27/2024

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

Kevin Valle Urena, an individual,

Plaintiff,

vs.

Raypak, Inc., a California corporation, and
Does 1-10, inclusive,

Defendants.

CASE NO. 56-2022-00563198-CU-OE-VTA

[Assigned to Honorable Ronda McKaig,
Department 41]

CLASS ACTION

~~[PROPOSED]~~ **AMENDED ORDER
FINALLY APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

01/09/2024

Date: ~~June 9, 2023~~ [Reserved]

Time: 8:20 a.m.

Dept.: 41

Ventura Superior Court Accepted through eDelivery submitted 12-07-2023 at 11:41:00 AM

~~PROPOSED~~ ORDER

A hearing was held in the aforementioned court on January 9, 2024 at 8:20 a.m. regarding the status of the final accounting and distribution of the funds under the Parties' Joint Stipulation of Settlement and Release of Class Action (the "Settlement Agreement").

The Court previously granted final approval of the Settlement on June 9, 2023 and ordered implementation of the Settlement's terms at that time. The Court further ordered that the Parties appear for a final compliance hearing on January 9, 2024 in order for the Court to determine the status of the Settlement.

That hearing having been held, and in conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members, having considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, with good cause appearing, the Court **AMENDS** its Order granting final approval of the Settlement Agreement and **ORDERS** and makes the following findings and determinations and **ENTERS** Final Judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement. A copy of the Settlement Agreement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Settlement and as follows:

"All persons who worked at least one shift as a non-exempt employee in the State of California for Defendant from February 25, 2018 through February 7, 2023."

¹ The Court previously granted preliminary approval of the Settlement on March 9, 2023.

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1 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
2 California Rules of Court for the purpose of effectuating the Settlement.

3 5. The Court finds that an ascertainable class of 1,348 Participating Class Members
4 exists and a well-defined community of interest exists on the questions of law and fact involved
5 because in the context of the Settlement: (i) all related matters, predominate over any individual
6 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
7 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
8 and adequately represented and protected the interest of the Class Members.

9 6. The Court finds that the Settlement Agreement has been reached as a result of
10 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
11 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
12 their respective positions.

13 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
14 compromise of the Class's claims and will avoid additional and potentially substantial litigation
15 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case.
16 Additionally, after considering the monetary recovery provided as part of the Settlement in light of
17 the challenges posed by continued litigation, and Court concludes that Class Counsel secured
18 significant relief for Class Members.

19 8. The Court hereby approves the terms set forth in the Settlement Agreement and
20 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
21 with all applicable requirements of the California Code of Civil Procedure, the California and
22 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
23 any other applicable law, and in the best interests of each of the Parties and Class Members.

24 9. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
25 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
26 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
27 the Settlement terms, their right to do nothing and receive their settlement share, their right to
28 submit a request for exclusion, their rights to comment on or object to the Settlement, and their

1 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
2 Settlement. Adequate periods of time to respond and to act were provided by each of these
3 procedures. Zero Class Members filed written objections to the Settlement as part of this notice
4 process, zero Class Members filed a written statement of intention to appear at the Final Approval
5 and Fairness Hearing, and zero Class Members submitted a request for exclusion.

6 10. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

7 11. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP as
8 Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action
9 litigation.

10 12. The terms of the Settlement Agreement, including the Maximum Settlement
11 Amount of \$2,125,000 and the allocation for determining Individual Settlement Payments, are fair,
12 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
13 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

14 13. The Court further approves the following distributions from the Maximum
15 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
16 Agreement:

17 a. The amount of \$13,750.00 designated for payment to the Settlement
18 Administrator is fair and reasonable. The Court grants final approval of it and orders the
19 Parties to make the payment to the Settlement Administrator in accordance with the
20 Settlement Agreement.

21 b. The \$708,333.33 amount, representing one-third of the Maximum
22 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
23 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
24 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
25 accordance with the Settlement Agreement.

26 c. The Court awards Class Counsel \$19,811.32 in litigation costs, which is an
27 amount which the Court finds to be reflective of the actual and reasonable costs incurred.

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1 The Court grants final approval of Class Counsel’s litigation expenses payment and orders
2 payment of this amount to be made in accordance with the Settlement Agreement.

3 d. The Court grants final approval of payment of \$12,500 as an incentive award
4 to the Named Plaintiff and orders the payment to be made in accordance with the Settlement
5 Agreement.

6 e. The Court approves of the \$250,000.00 allocation assigned for claims under
7 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
8 \$187,500.00) to be paid to the California Labor and Workforce Development Agency in
9 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
10 Aggrieved Employees per the Settlement Agreement.

11 14. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
13 order, in which case the provisions of this order shall take precedence and supersede the Settlement
14 Agreement.

15 15. All Participating Class Members shall be bound by the Settlement and this order,
16 including the release of claims as set forth in the Settlement Agreement.

17 16. The Parties shall bear their own respective attorneys’ fees and costs except as
18 otherwise provided in this order and the Settlement Agreement.

19 17. The check cashing deadline elapsed on November 3, 2023.

20 18. The Court has received the report from the Settlement Administrator regarding the
21 status of distribution. Per the report, there remains \$30,709.01 in uncashed checks by a total of 242
22 Class Members as of December 5, 2023.

23 19. The Court approves the California Bar’s Justice Gap Fund as the *cy pres* beneficiary
24 and finds that it complies with all requirements under C.C.P. § 384.

25 20. The Court ORDERS that the Parties and Class Administrator take all necessary
26 steps to transfer the unclaimed funds to the *cy pres* beneficiary, the California Bar’s Justice Gap
27 Fund given that the check cashing deadline has elapsed and Class Members may no longer claim
28 these funds.

1 21. No later than 10 days from issuance of this order, the Settlement Administrator shall
2 give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by
3 posting a copy of this Order and Final Judgment on its website assigned to this matter.

4 22. The Court retains continuing jurisdiction over the Action and the Settlement,
5 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
6 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
7 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
8 as may be appropriate under court rules or applicable law.

9 23. This final judgment is intended to be a final disposition of the above-captioned action
10 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
11 released by the Settlement Agreement against Defendants.

12 24. The Court hereby sets a hearing date of _____, 2024 at 8:20 a.m. for a
13 hearing on the final accounting and distribution of the settlement funds.

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15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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19 DATED: 01/09/2024 _____

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21 _____
22 Hon. Ronda McKaig
23 Ventura County Superior Court Judge
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