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16 Attorneys for Plaintiff RALLY S. SON and the Class

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**
19 **SPRING STREET COURTHOUSE – COMPLEX CIVIL**

20 RALLY S. SON, as an individual, and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 PHILLIPS STEEL COMPANY, a California
25 Corporation, and DOES 1 through 100,
26 inclusive,

27 Defendants.

Case No. BC 675988

*Assigned for All Purposes to Honorable
William F. Highberger in Department 10*

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

Date: July 30, 2019
Time: 10:30 a.m.
Dept: 10

RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 08 2019

I. LOVO

1 This matter having come before this Court for hearing on July 30, 2019 at 10:30 a.m. on
2 Plaintiff RALLY SON's ("Named Plaintiff") unopposed Motion for Final Approval of Class
3 Action Settlement, as set forth in the Parties' Joint Stipulation and Settlement of Class Action
4 and Release ("Settlement Agreement"), pursuant to the Order Granting Preliminary Approval of
5 Class Action Settlement ("Preliminary Approval Order"), adequate notice having been given as
6 required in said Order, and the Court having considered all papers filed and proceedings had
7 herein, and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED
8 THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$125,000.00 and the terms
12 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
13 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
14 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
15 meaning assigned to them in the Settlement Agreement and Notice of Settlement of Class Action
16 Lawsuit ("Class Notice").

17 The Court has determined that the Class Notice provided to the Class pursuant to the
18 Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 and the assistance of an experienced mediator in the settlement process, among other factors,

1 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The
2 amounts agreed to be paid by Defendant Phillips Steel Company, a California Corporation
3 ("Defendant"), including the Individual Settlement Payments to be paid to Settlement Class
4 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of
5 this case.

6 The Court hereby grants final approval of attorneys' fees in the amount of \$41,666.00
7 that will be paid to (1) Diversity Law Group, P.C. in the amount of \$20,833; and (2) Law Offices
8 of Choi & Associates in the amount of \$20,833.

9 The Court hereby grants final approval of attorneys' costs in the amount of \$16,039.23 to
10 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
11 \$4,338.27; (2) Law Offices of Choi & Associates in the amount of \$11,700.96.

12 The Court hereby grants final approval of an enhancement award in the amount of
13 \$7,500.00 to Named Plaintiff, in addition to his share of the Class Settlement Payment
14 Allocation as a Settlement Class Member, for his time and effort serving as the Class
15 Representative.

16 The Court also hereby approves payment of \$8,000.00 to Phoenix Settlement
17 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
18 render in administering the Settlement as described more fully in the Settlement Agreement.

19 Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby approves
20 payment of \$7,500.00 to the California Labor & Workforce Development Agency ("LWDA") as
21 payment for Named Plaintiff's claims on his own behalf and on behalf of all aggrieved
22 employees/Class Members for penalties under the Private Attorneys General Act ("PAGA").
23 The \$7,500.00 payment constitutes the 75% allocation to the LWDA of the total amount of
24 \$10,000.00 allocated to PAGA penalties.

25 The Court hereby finds that the Class Notice and all related documents have been mailed
26 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
27 adequately described the terms of the proposed Settlement Agreement, the manner in which
28 Class Members could object to or participate in the Settlement, and the manner in which Class

1 Members could opt out of the Class; was the best notice practicable under the circumstances;
2 was valid, due and sufficient notice to all Class Members; and complied fully with California
3 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
4 full and fair opportunity has been afforded to Class Members to participate in the proceedings
5 convened to determine whether the proposed Settlement Agreement should be given final
6 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
7 timely and proper request to be excluded from the Settlement are bound by this Order.

8 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
9 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
10 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
11 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
12 involvement of an experienced mediator, and all Settlement Class Members, and confers a
13 significant financial benefit to the Class commensurate with the likely recovery if Named
14 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
15 Settlement Agreement is consistent with public policy, and fully complies with all applicable
16 provisions of law, including the provisions of California Code of Civil Procedure section 382
17 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
18 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
19 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
20 respective positions rather than the result of a finding of liability at trial all support the Court's
21 decision granting final approval. The following factors also support the decision granting final
22 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
23 attaining and maintaining class action status throughout the proceedings; and the extent of
24 discovery completed and the stage of the proceedings.

25 The reaction of the Class Members to the proposed Settlement further supports the
26 Court's decision granting final approval. There are no requests for exclusion from the
27 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
28 Members.

1 Phoenix Settlement Administrators shall calculate and administer from the Maximum
2 Gross Settlement Amount the following, all of which shall be deducted from the \$125,000.00
3 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class
4 Members; Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to
5 the Named Plaintiff; and PAGA payment to the LWDA. Phoenix Settlement Administrators is
6 hereby directed to mail the Individual Settlement Payments and take all other actions in
7 furtherance of the settlement administration as specified in the Settlement Agreement.

8 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
9 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
10 reference and made a part of this Order as though fully set forth herein. As more specifically set
11 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
12 pursuant to the Settlement, Named Plaintiff waives and releases the Released Claims as set forth
13 in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

14 By means of this Final Approval Order, final judgment is entered, as defined in section
15 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
16 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
17 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

18 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
19 obligations under the Settlement or under this Order.

20 Settlement Class Members shall have one-hundred eighty (180) days from the date of
21 issuance of the check to negotiate the check. Funds represented by Individual Settlement
22 Payment checks returned as undeliverable and Individual Settlement Payment checks remaining
23 un-cashed for more than 180 days after issuance will be tendered to the Legal Aid Society
24 Employment Law Center.

25 *Non-Appealance Case Review.*
A ~~compliance hearing~~ is set for 5/22, 2020 at 9 a.m./p.m.
26 in Department 10 of the above-referenced Court. At least five (5) days prior to the compliance
27 hearing, the Settlement Administrator will provide a written declaration under oath to certify the
28

1 total amount that was paid to all class members and ensure that distribution of the un-cashed
2 funds be tendered to the Legal Aid Society Employment Law Center.

3 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
4 and continuing jurisdiction over the action and the Parties for purposes of supervising the
5 implementation, enforcement, construction, administration and effectuation of the Settlement
6 Agreement.

7 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
8 comply with the terms of the Settlement Agreement.

9 Notice of entry of this Order and Judgment will be available on the Settlement
10 Administrator's website.

11 **IT IS SO ORDERED AND ADJUDGED.**

12
13 Dated: 7/30, 2019

14 **WILLIAM F. HIGHBERGER, JUDGE**
15 HON. WILLIAM F. HIGHBERGER
16 JUDGE OF THE SUPERIOR COURT OF LOS
17 ANGELES