

FILED
KERN COUNTY SUPERIOR COURT
03/15/2024

BY Fogerson, Vickie
DEPUTY

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Attorneys for Plaintiff JERMELL JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JERMELL JONES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

MARSHALL E. HELM CORP., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. BCV-21-102356

~~PROPOSED~~ JUDGMENT

Date: March 15, 2024

Time: 8:30 A.M.

Judge: Hon. Bernard C. Barmann, Jr.

Dept.: H

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Enhancement Award duly came on for hearing on March 15, 2024, before
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant, who performed work in California during the Class Period." The Class Period is defined
11 as the period from October 13, 2017 through March 5, 2023.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims alleged in the operative complaint, or
28 which could have been alleged in the operative complaint based on the facts alleged, which occurred

1 during the Class Period, and expressly excluding all other claims, including claims for vested
2 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
3 compensation, and class claims outside of the Class Period.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
6 "Aggrieved Employee" has released the Defendant from the "Released PAGA Claims" for the
7 "PAGA Period" as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
10 employed by Defendant, who performed work in California during the PAGA Period. The Released
11 PAGA Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiff's
12 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all
13 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
15 The PAGA Period means the period of October 6, 2020 through March 5, 2023.

16 9. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff,
17 waives and releases any individual claims against Defendant related to Plaintiff's employment with
18 Defendant and the cessation of that employment, including, but not limited to, a Civil Code section
19 1542 waiver.

20 10. This Court hereby grants final approval and awards the following: (i) Two Hundred
21 Forty-Six Thousand Two Hundred Twenty-Eight Dollars and Nine Cents (\$246,228.09) for an
22 award of Attorney's Fees and Attorneys' Expenses comprised of one-third of the Gross Settlement
23 Amount, or Two Hundred Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
24 Cents (\$231,666.67) and litigation expenses in the amount of Fourteen Thousand Five Hundred
25 Sixty-One Dollars and Forty-Two Cents (\$14,561.42); (ii) the Enhancement Award to Class
26 Representative Jermell Jones in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00);
27 (iii) settlement administration costs of Seven Thousand Nine Hundred Ninety Dollars (\$7,990.00)
28 to ILYM Group, Inc. ("Administration Costs"); and (iv) Twenty-Seven Thousand Dollars and Zero

1 Cents (\$27,000.00) (75% of the PAGA Penalties) to the Labor and Workforce Development Agency
2 ("LWDA Payment").

3 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

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10 DATED: March 15, 2024

11 Signed: 3/15/2024 08:49 AM

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14 JUDGE OF THE SUPERIOR COURT
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