

1 Matthew A. Kaufman (SBN 166986)
2 **THE KAUFMAN LAW FIRM**
3 4580 East Thousand Oaks Blvd., Suite 190
4 Westlake Village, CA 91362
5 (818) 990-1999 Tel.
6 matt@kaufmanfirm.law

7 Attorneys for Plaintiff,
8 OSMAN MORALES

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

11 OSMAN MORALES, an individual,

12 Plaintiff,

13 vs.

14 H & T INTERNATIONAL, INC., a
15 California Corporation; and DOES 1 through
16 10 inclusive,

17 Defendants,

Case No.: 56-2022-00564419-CU-OE-VTA

**NOTICE OF ENTRY OF ORDER (1)
GRANTING PLAINTIFF OSMAN
MORALES' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND (2)
GRANTING MOTION FOR
ATTORNEY'S FEES**

Date: March 7, 2024

Time: 8:30 a.m.

Dept.: 21, the Hon. Jeffrey Bennett

18
19 **TO THE DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

20 PLEASE TAKE NOTICE THAT at the Final Approval Hearing held on December 8,
21 2023, at 8:30 a.m, the Court granted Plaintiff's Motion for Final Approval of Class Action and
22 PAGA Settlement and Motion for Approval of Attorney Fees and Costs. A copy of the order is
23 attached.

24 The Court set an Order to Show Cause re Dismissal for March 7, 2024 at 8:30 a.m. in
25 Department 21 at 800 S. Victoria Ave., Ventura, CA 93009.

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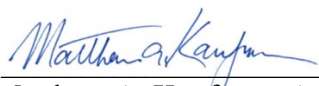
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THE KAUFMAN LAW FIRM

Dated: December 13, 2023

By: 
Matthew A. Kaufman, Attorneys for Plaintiff,
Osman Morales

PROOF OF SERVICE

I am a resident in the State of California, over the age of eighteen years, and not a party to the within action. My business address is 4580 East Thousand Oaks Blvd., Suite 190, Westlake Village, California 91362.

On December 13, 2023, I served the foregoing documents described as **NOTICE OF ENTRY OF ORDER** in this action upon:

| | |
|--|---------------------------------------|
| Nicole Kamm (SBN 245534) E-Mail: nkamm@fisherphillips.com Anet Drapalski (SBN 282086) E-Mail: adrapalski@fisherphillips.com Drew M. Tate (SBN 312219) E-Mail: dtate@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071 | Counsel for H & T INTERNATIONAL, INC. |
|--|---------------------------------------|

BY MAIL (C.C.P. § 1013(a)) – I deposited such envelope(s) for processing in the mailroom in our offices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Westlake Village, California, in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

EMAIL (§ 1013(a), (e); CRC 2.250) – by transmitting said document(s) by electronic mail to the address(es) above.

Executed on December 13, 2023 at Westlake Village, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Shannon Jones

RECEIVED

VENTURA SUPERIOR COURT

11/16/23

VENTURA SUPERIOR COURT

FILED

12/11/2023

Brenda L. McCormick
Executive Officer and Clerk

[Signature]
Cristal Alvarez

1 Matthew A. Kaufman (SBN 166986)
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7 Attorneys for Plaintiff,
8 OSMAN MORALES

9 Anet Drapalski (SBN 282086)
10 E-Mail: adrapalski@fisherphillips.com
11 Drew M. Tate (SBN 312219)
12 E-Mail: dtate@fisherphillips.com
13 **FISHER & PHILLIPS LLP**
14 444 South Flower Street, Suite 1500
15 Los Angeles, California 90071
16 Telephone: (213) 330-4500
17 Facsimile: (213) 330-4501

18 Attorneys for Defendant
19 H&T INTERNATIONAL, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 FOR THE COUNTY OF VENTURA - HALL OF JUSTICE

22 OSMAN MORALES, on behalf of
23 himself and all others similarly situated

24 Plaintiff,

25 v.

26 H&T INTERNATIONAL, INC., a
27 California corporation; and DOES 1
28 through 10, inclusive,

Defendants.

CASE NO.: 56-2022-00564419-CU-OE-VTA

[Unlimited Jurisdiction]

CLASS ACTION

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

Date: XX

Time: XX

Dept.: 21

*Assigned for all purposes to the
Honorable Jeffrey Bennett, Dept. 21*

Complaint Filed: April 6, 2022

Trial Date: Not Set

Ventura Superior Court Accepted through eDelivery submitted 11-16-2023 at 11:31:00 AM

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by
3 Plaintiff OSMAN MORALES (“Plaintiff”) against Defendant H&T INTERNATIONAL, INC.,
4 a California Corporation (“Defendant”). The Motion for Final Approval of Class Action
5 Settlement came before this Court on December 8, 2023.

6 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
7 Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”) on July 26,
8 2023.

9 **WHEREAS**, Plaintiff OSMAN MORALES has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the
12 proposed Settlement and for entry of an order of final approval and entry of final judgment
13 thereon. The Court has read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
15 Matthew Kaufman, Osman Morales, and Nicole Bench of ILYM Group; and the supporting
16 documents annexed thereto.

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
18 **ADJUDGED, AND DECREED:**

19 1. The Court has personal jurisdiction over all Class Members and that the Court has
20 subject matter jurisdiction to approve the Settlement;

21 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
22 in compliance with California Code of Civil Procedure, the California and United States
23 Constitutions (including the due process clauses), the California Rules of Court and any other
24 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
25 finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described
27 in the Settlement Agreement according to its terms and provisions.

28 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class

1 Members, except those who timely and properly filed Requests for Exclusions, as well as their
2 heirs, executors, and administrators, successors, and assigns.

3 5. There are no requests for exclusion.

4 6. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Settlement: (i) there are questions
7 of law and fact common to the Class which, as to the Settlement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims
9 of the Class; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
10 Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the
11 Class.

12 7. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise the Class of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Settlement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution
19 (including the Due Process Clause), the California Rules of Court and any other applicable law.

20 8. The Class is hereby made final. The Class is defined as: "all current and former
21 non-exempt hourly employees of H&T International, Inc. employed at E+Mon in the State of
22 California who worked for Defendant during the Class Period of April 6, 2018 through March
23 23, 2023."

24 9. "Aggrieved Employees" is defined as: "all current and former non-exempt
25 employees of Defendant in the State of California who worked for Defendant at E+Mon during
26 the PAGA Period of January 7, 2021 through March 23, 2023."

27 10. The "Class Period" is April 6, 2018 to March 23, 2023.

28 11. The "PAGA Period" is January 7, 2021 through March 23, 2023.

1 12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
2 Plaintiff shall release all claims against Defendant and any of its former and present parents,
3 subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former
4 and present officers, directors, employees, equity holders (including, without limitation, partners,
5 shareholders, holders of membership interests, or any other person or entity with an interest in or
6 obligation regarding Defendants' assets or liabilities), agents, representatives, administrators,
7 fiduciaries, and attorneys of the entities and plans described in this sentence; and any other
8 predecessors, successors, transferees, and assigns of each of the persons and entities described in
9 this sentence ("Released Parties") as outlined in the Settlement Agreement.

10 13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
11 Plaintiff and the Participating Class Members shall release Defendant and the Released Parties
12 from all claims arising under federal, state, and/or local statutory, constitutional, contractual, or
13 common law for wages, damages, costs, penalties, liquidated damages, punitive damages,
14 interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable
15 relief, other relief under California Business & Professions Code Section 17200 et seq. ("Section
16 17200"), whether known or unknown, asserted or unasserted, accrued or un-accrued, that, based
17 on the facts alleged in the Complaint in this Action, have been, could have been, or in the future
18 can or might be asserted by or on behalf of any of the Participating Class Members, which the
19 Participating Class Members ever had, now have, or may have had, from the beginning of time
20 to the Effective Date, by reason of, arising out of, relating to, or in connection with the acts,
21 events, facts, matters, transactions, occurrences, statements, representations, misrepresentations,
22 omissions, or any other matter whatsoever related directly or indirectly to the Action or based on
23 the facts alleged in the Complaint including, but not limited to, including, e.g., ((1) Failure to Pay
24 All Minimum Wages in Violation of Labor Code §§ 1182, 1181.12, 1194, 1194.2, 1187 1198,
25 204, 218.6, and 558; California Wage Order 1, California Civil Code § 1021.5, 3287(b), and
26 3289; (2) Failure to pay overtime wages in violation of California Labor Code §§ 204, 510, 558,
27 and 1198; (3) Failure to provide compliant meal breaks in violation of Labor Code §§ 226.7, 512,
28 and California Labor Code and Wage Order 1, § 11.; (4) Failure to provide compliant rest breaks

1 in violation of Labor Code §§ 226.7, 512, and 516; (5) Failure to pay wages during employment
2 in violation of Labor Code § 204; (6) Failure to timely furnish an accurate itemized wage
3 statement upon payment of wages in violation of California Labor Code §226 and failure to
4 maintain accurate records; (7) Failure to pay all wages at time of termination in violation of
5 California Labor Code §§201-203; (8) Failure to reimburse business expenses in violation of
6 Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et seq.; and
7 (12) Penalties pursuant to Labor Code §§2698 et seq. for violations of Labor Code §§201, 202,
8 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2,
9 1197, 1197.1, 1198, 2802, 6720, and the applicable IWC Wage Order, as well as California
10 Business & Professions Code Section 17200 during the Class Period.

11 14. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
12 Plaintiff and the Aggrieved Employees shall release, Defendants and the Released Parties from
13 all , all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
14 based on the PAGA Period facts and theories alleged in the Action, Complaint, and PAGA
15 Notices including, e.g., (1) Failure to Pay All Minimum Wages in Violation of Labor Code §§
16 1182, 1181.12, 1194, 1194.2, 1187 1198, 204, 218.6, and 558; California Wage Order 1,
17 California Civil Code § 1021.5, 3287(b), and 3289; (2) Failure to pay overtime wages in violation
18 of California Labor Code §§ 204, 510, 558, and 1198; (3) Failure to provide compliant meal
19 breaks in violation of Labor Code §§ 226.7, 512, and California Labor Code and Wage Order 1,
20 § 11.; (4) Failure to provide compliant rest breaks in violation of Labor Code §§ 226.7, 512, and
21 516; (5) Failure to pay wages during employment in violation of Labor Code § 204; (6) Failure
22 to timely furnish an accurate itemized wage statement upon payment of wages in violation of
23 California Labor Code §226 and failure to maintain accurate records; (7) Failure to pay all wages
24 at time of termination in violation of California Labor Code §§201-203; (8) Failure to reimburse
25 business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions
26 Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for
27 violations of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
28 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6720, and the applicable IWC

1 Wage Order.. The PAGA Settlement Group may not opt out of this release.

2 15. The Gross Settlement Amount is sixty-seven thousand five hundred dollars and
3 zero cents (\$67,500.00). The Net Settlement Amount shall be determined according to the terms
4 of the Settlement Agreement.

5 16. The Court orders the calculations and the payments to be made and administered
6 in accordance with the terms of the Settlement Agreement.

7 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented
8 the Settlement Class for purposes of entering into and implementing the settlement. The Court
9 hereby confirms Matthew A. Kaufman of the Kaufman Law Firm as Class Counsel in this Action.

10 18. The Court hereby finds the unopposed application of Class Counsel for a costs
11 and attorneys' fees award provided for under the proposed Settlement to be fair and reasonable
12 in light of all the circumstances, and is hereby granted. Of the Gross Settlement Amount,
13 \$20,250.00 shall be paid for attorney fees and \$1,504.33 shall be paid for litigation costs.

14 19. The unopposed application of Class Counsel for a Class Representative Service
15 Payment is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
16 Service Payment shall be allocated to Named Plaintiff Osman Morales.

17 20. The unopposed application of Class Counsel for claims administration fees to
18 ILYM Group is hereby granted. Of the Gross Settlement Amount, \$5,000.00 shall be paid for
19 settlement administration fees.

20 21. The Court approves the PAGA Penalties in the amount of \$5,000.00. The Court
21 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$3,750.00.
22 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of
23 \$1,250.00 shall be allocated to the Aggrieved Employees according to the terms of the Settlement
24 Agreement.

25 22. If a Participating Class Member does not cash his or her settlement check within
26 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-
27 profit Bet Tzedek Legal Services pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The
28 Court finds there is a nexus between the mission of Bet Tzedek and the interests of the Class.

1 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
3 Agreement.


4 24. The Parties are authorized, without further approval from the Court, to agree to
5 and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
6 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
7 Settlement Class Members under the Stipulation.

8 25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
9 shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the
10 administration and enforcement of the terms of the Settlement of this action to enforce the terms
11 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
12 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
13 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
14 interpretation, consummation, enforcement, or implementation of the Settlement shall be
15 presented by motion to the Court; provided however, that nothing in this Part shall restrict the
16 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
17 the Settlement Agreement.

18 26. This Final Order shall constitute a final judgment.

19 27. The Court hereby dismisses the action (including all individual claims and
20 Released Claims presented thereby) with prejudice, without fees or costs to any party except as
21 provided in the Settlement Agreement.

22
23 **DATED:** 12/08/2023 _____


Jeffrey G. Bennett

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am a resident in the State of California, over the age of eighteen years, and not a party to the within action. My business address is 4590 East Thousand Oaks Blvd., Suite 100, Westlake Village, California 91362.

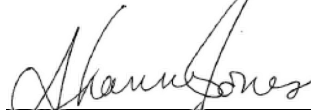
On November 16, 2023, I served the foregoing documents described as **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** in this action upon:

| | |
|--|---------------------------------------|
| Nicole Kamm (SBN 245534) E-Mail: nkamm@fisherphillips.com Anet Drapalski (SBN 282086) E-Mail: adrapalski@fisherphillips.com Drew M. Tate (SBN 312219) E-Mail: dtate@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071 | Counsel for H & T INTERNATIONAL, INC. |
|--|---------------------------------------|

BY MAIL (C.C.P. § 1013(a)) – I deposited such envelope(s) for processing in the mailroom in our offices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Westlake Village, California, in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

EMAIL (§ 1013(a), (e); CRC 2.250) – by transmitting said document(s) by electronic mail to the address(es) above.

Executed on November 16, 2023 at Westlake Village, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Shannon Jones

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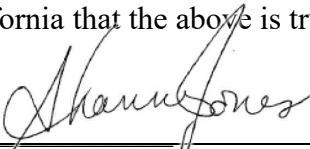
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| | |
|--|---------------------------------------|
| Nicole Kamm (SBN 245534) E-Mail: nkamm@fisherphillips.com Anet Drapalski (SBN 282086) E-Mail: adrapalski@fisherphillips.com Drew M. Tate (SBN 312219) E-Mail: dtate@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, California 90071 | Counsel for H & T INTERNATIONAL, INC. |
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