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5 Attorney for Plaintiff,  
6 PAUL BAKKER, and all those similarly situated,

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF ORANGE

9 PAUL BAKKER, an individual,

10 Plaintiff,

11 vs.

12 HARVEY & COMPANY; a California Limited  
13 Liability Company; DAVID W. M. HARVEY,  
an individual; and ~~DOES 1 through 10,~~  
14 ~~inclusive;~~

15 Defendants.

CASE NO.: 30-2017-00937268-CU-OE-CXC

*Assigned for all purposes to  
the Honorable Glenda Sanders*

CLASS ACTION

~~{PROPOSED}~~ FINAL APPROVAL ORDER  
AND JUDGMENT

Date: February 8, 2019  
Time: 1:30 p.m.  
Department: CX101

Date Action Filed: August 11, 2017  
Department: CX101  
Trial Date: TBD

1 This matter has come before the Honorable Glenda Sanders in Department CS101 of the  
2 above entitled Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa  
3 Ana, California 92701, on Plaintiff Paul Bakker's ("Plaintiff") Motion for Final Approval Of Class  
4 Action Settlement, Attorney's Fees, Costs, and Service Payments ("Motion for Final Approval").

5 On October 18, 2018, the Court granted Plaintiff's Motion for Preliminary Approval of Class  
6 Action Settlement, and entered an Order Granting Preliminary Approval of Class Action Settlement  
7 ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-  
8 captioned action ("Action") in accordance with the Stipulated Settlement Agreement (together,  
9 "Settlement," "Agreement," "Settlement Agreement"), which, together with the exhibits annexed  
10 thereto, set forth the terms and conditions for settlement of the Action. (A copy of the Settlement is  
11 attached hereto as Exhibit "A")

12 Having duly considered the parties' papers and oral argument, and good cause appearing,

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

14 1. All terms used herein shall have the same meaning as defined in the Settlement  
15 Agreement.

16 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
17 proceeding and over all parties to the Action.

18 3. The Court finds that the applicable requirements of California Code of Civil  
19 Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied with respect to  
20 the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the  
21 Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby  
22 defined to include:

23 All persons who are or were employed by Defendant in the State of California  
24 in the position(s) of Junior Analyst and/or Research Intern or comparable  
25 position, who did not sign the arbitration agreements containing class action  
26 waivers, during the Class Period relating to any and all facts and claims asserted  
27 in the Action or any other claims that could have been asserted in the Action  
28 based on the facts alleged, including but not limited to meal and rest breaks;  
unpaid wages, including minimum wages, regular wages, overtime and double  
time wages; wage statement violations; separation pay violations; paid sick

1 leave violations; unfair business practices; and PAGA. (See p. 4 of the  
2 Settlement attached as Exhibit "A").

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

11 5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
12 and finds it fair, reasonable and adequate. More specifically, the Court finds that the Settlement was  
13 reached following meaningful discovery and investigation conducted by Class Counsel; that the  
14 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the  
15 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so  
16 finding, the Court has considered all of the evidence presented, including evidence regarding the  
17 strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely  
18 duration of further litigation; the amount offered in the Settlement; the extent of investigation and  
19 discovery completed; and the experience and views of Class Counsel. The Court has further  
20 considered the absence of objections to the Settlement by Class Members, and that there have only  
21 been two (2) valid and timely requests for exclusion from the Settlement. Accordingly, the Court  
22 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the  
23 following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the Final  
25 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.  
26 The Class Members also have had a full and fair opportunity to exclude themselves from the  
27 Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely  
28 and properly submit a request for exclusion to the Settlement Administrator are bound by this Final  
Approval Order and Judgment.

1           7.       It is hereby ordered that the Settlement Administrator, ILYM Group (“ILYM”), shall  
2 issue payment to itself in the amount of \$10,000 for the services performed and costs incurred for  
3 the notice and settlement administration process, in accordance with the Settlement Agreement.

4           8.       It is hereby ordered that the Settlement Administrator shall issue the Individual  
5 Settlement Payment checks to all Class Members who have not submitted timely and valid requests  
6 for exclusion from the Settlement (“Settlement Class Members”), according to the methodology and  
7 terms set forth in the Settlement Agreement.

8           9.       It is further ordered pursuant to California Code of Civil Procedure section 384, that  
9 all Individual Settlement Payment checks issued to Settlement Class Members that remain uncashed  
10 for one hundred and eighty (180) calendar days after they are mailed by the Settlement Administrator  
11 shall be paid to the Department of Industrial Relations to be held in the State of California Unpaid  
12 Wages Fund on behalf of the Class Member.

13           10.       The Court finds that the service payment sought is fair and reasonable for the work  
14 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator  
15 issue payment to Plaintiff Paul Bakker in the amount of \$5,000 for his service payment.

16           11.       The Court finds that the allocation of \$1,000 toward penalties under the California  
17 Private Attorneys General Act of 2004 (“PAGA”), is fair, reasonable, and appropriate, and hereby  
18 approved. The Settlement Administrator shall distribute the PAGA penalties as follows: the amount  
19 of \$750 to the California Labor and Workforce Development Agency, and the amount of \$250 to be  
20 a part of the Net Settlement Proceeds to the PAGA class.

21           12.       The Court finds that the request for attorney’s fees in the amount of \$66,600 falls  
22 within the range of reasonableness, and the results achieved justify the award sought. It is hereby  
23 ordered that the Settlement Administrator issue payment in the amount of \$66,600 to Lyon Legal,  
24 P.C. for attorney’s fees.

25           13.       The Court finds that reimbursement of litigation costs and expenses in the amount of  
26 \$6,774.70 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered that  
27 the Settlement Administrator issue payment in the amount of \$6,774.70 to Lyon Legal, P.C. for  
28 reimbursement of litigation costs and expenses.

1           14. By this Final Approval Order and Judgment, the Class Representative shall release,  
2 relinquish, and discharge, and each of the Settlement Class Members shall be deemed to have, and  
3 by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever  
4 released, relinquished, and discharged all Class Members' Released Claims, as defined in the  
5 Settlement Agreement, and this Final Approval Order and Judgment shall constitute res judicata and  
6 collateral estoppel with respect to any and all such prior, current, or future Class Members' Released  
7 Claims of all Settlement Class Members. Specifically, the Court orders, adjudges, and decrees that  
8 the Settlement Class Members, and each of them, fully and finally release and forever discharge  
9 Defendant, and its successors, and all of their current and former directors, officers, employees,  
10 partners and shareholders ("Released Parties"), from any and all claims, rights, demands, and  
11 liabilities of every nature and description alleged in the Complaint and all amendments thereto, or  
12 which could have been asserted based on the factual allegations in the Complaint and all amendments  
13 thereto, arising during the period from August 11, 2017, to the date on which the court grants final  
14 approval of the Settlement ("Class Members' Released Period"), including, the following categories  
15 of claims: (a) failure to pay for all hours worked including overtime; (b) failure to provide meal  
16 periods in violation of Labor Code § 226; (c) failure to provide rest periods in violation of Labor  
17 Code § 226; (d) failure to pay due wages upon termination; (e) failure to provide accurate, written  
18 wage statements in violation of Labor Code § 226; (f) failure to provide statutory paid sick leave in  
19 violation of Labor Code § 246; (g) violation of business and professions code § 17200, *et seq*; (h)  
20 civil penalties in violation of Labor Code §§ 2698 *et seq*.

21           15. With respect to the Action and the Class Members' Released Claims, Defendant and  
22 other Released Parties shall have no further liability for costs, expenses, interest, attorney's fees, or  
23 for any other charge, expense, or liability, except as provided in the Settlement Agreement.

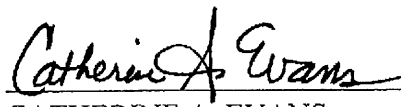
24           16. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
25 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
26 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,  
27 and to supervise and adjudicate any dispute arising from or in connection with the distribution of  
28 settlement benefits.

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17. Notice of Entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on ILYM's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

18. If the Settlement does not become final and effective in accord with the terms of the Agreement, then this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered, including but not limited to all releases delivered in connection herewith, shall be null and void.

Dated: 15 February 2019

  
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CATHERINE A. EVANS  
TEMPORARY JUDGE