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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

BRYCE RENSHAW, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SC LABORATORIES, INC.,

Defendants.

CASE NO.: 30-2019-01088271-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson, Dept. CX102

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

Date: June 3, 2021
Time: 2:00 p.m.
Dept: CX102

1 This matter came on for hearing on June 3, 2021, at 2:00 p.m., in Department CX102 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed December 16, 2020 and the Joint Stipulation of Settlement ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for
6 Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed
8 by the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard December 3,
10 2020 and the instant Motion for Final Approval, the Court grants final approval of the
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent
13 to each Settlement Class Member by first-class mail. These papers informed the Settlement
14 Class of the terms of the Settlement, their right to receive an Individual Settlement Payment,
15 their right (a) to comment on or object to the Settlement, (b) to request exclusion from the
16 Settlement and pursue their own remedies, and (c) of their right to appear in person or by
17 counsel at the final approval hearing and to be heard regarding approval of the Settlement.
18 Adequate periods of time were provided by each of these procedures. No member of the Class
19 filed written objection to the proposed Settlement as part of this notice process or stated an
20 intention to appear at the final approval hearing. Only two Class Members opted out of the
21 proposed Settlement as part of this notice process; the two that opted out are Somaly Nhim and
22 Jennifer Ramirez.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Settlement Class Members and provides the basis for the Court to make an
25 informed decision regarding approval of the Settlement based on the responses of the
26 Settlement Class. The Court finds and determines that the notice provided in this case was the
27 best notice practicable, which satisfied the requirements of law and due process.

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1 3. With respect to the Settlement Class and for purposes of approving this
2 Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class
3 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
4 questions of law or fact common to the Settlement Class, and there is a well-defined community
5 of interest among members of the Settlement Class with respect to the subject matter of the
6 Action; (c) the claims of Class Representative Bryce Renshaw are typical of the claims of the
7 members of the Settlement Class; (d) the Class Representative has fairly and adequately
8 protected the interests of the members of the Settlement Class; (e) a class action is superior to
9 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
10 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
11 Plaintiff in their individual and representative capacities for the Class.

12 4. The Court has certified a Settlement Class, as that term is defined in and by the
13 terms of the Settlement Agreement as all current and former non-exempt employees who are or
14 were employed by Defendant in California at any time during the Class Period of August 6,
15 2015, through May 5, 2020, and the Court deems this definition sufficient for purposes of
16 California Rule of Court 3.765(a).

17 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

18 6. The Court hereby confirms Plaintiff Bryce Renshaw as the Class Representative
19 in this Action.

20 7. The Court finds and determines that the terms set forth in the Settlement
21 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
22 according to its terms, having found that the Settlement was reached as a result of informed and
23 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further
24 finds that the Parties conducted extensive investigation, research, and discovery and that their
25 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
26 the Settlement will enable the Parties to avoid additional and potentially substantial litigation
27 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
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1 reviewed the monetary recovery provided as part of the Settlement and recognizes the
2 significant value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 9. The Court finds and determines that the Individual Settlement Payments to be
8 paid to participating Settlement Class Members as provided for by the Settlement are fair and
9 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
10 be made to the participating Settlement Class Members in accordance with the Settlement
11 Agreement.

12 10. The Court finds and determines that payment to the California Labor and
13 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties
14 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and
15 orders that the payment of that amount be paid in accordance with the Settlement Agreement.

16 11. The Court finds and determines that the fees and expenses in administrating the
17 Settlement incurred by ILYM Group, Inc., in the amount of \$8,500.00, are fair and reasonable.
18 The Court hereby gives final approval to and orders that the payment of that amount in
19 accordance with the Settlement.

20 12. In accordance with California Rule of Court 3.771(b), the Parties are ordered to
21 give notice of this Judgment to all Class Members through the Settlement Administrator's
22 website. A link to the website shall be included with all Class Members' checks.

23 13. The Court finds and determines the Class Representative Incentive Award of
24 \$5,000 for Plaintiff Bryce Renshaw is fair and reasonable. The Court hereby orders the
25 Administrator to make this payment to the Plaintiffs/Class Representatives in accordance with
26 the terms of the Settlement Agreement.

27 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
28 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees

1 in the sum of \$133,333.33 and litigation costs of \$12,685.04. The Court finds such amounts to
2 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
3 payments in accordance with the terms of the Settlement Agreement.

4 15. Without affecting the finality of this order or the entry of judgment in any way,
5 the Court retains jurisdiction of all matters relating to the interpretation, administration,
6 implementation, effectuation, and enforcement of this order and the Settlement.

7 16. Neither Defendant nor any related persons or entities shall have any further
8 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
9 liability, except as provided for by the Settlement Agreement.

10 17. Neither the making of the Settlement Agreement nor the entry into the
11 Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the
12 validity of any claims in this case or of any other wrongdoing. Further, the Settlement
13 Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault,
14 or omission of any entity or persons; nor may any action taken to carry out the terms of the
15 Settlement Agreement be construed as an admission or concession by or against Defendant or
16 any related person or entity.

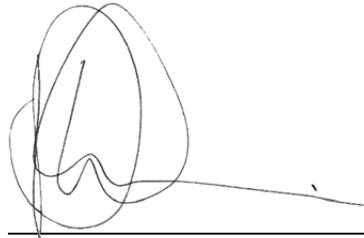
17 18. Nothing in this order shall preclude any action to enforce the Parties'
18 obligations under the Settlement or under this order, including the requirement that Defendants
19 make payment to the participating Settlement Class Members in accordance with the
20 Settlement.

21 19. Upon completion of administration of the Settlement, the Settlement
22 Administrator will provide written certification of such completion to the Court and counsel
23 for the Parties which shall be filed with the Court ten (10) days before the non-appearance
24 compliance hearing set for December 17, 2021 at 9:00 a.m. in Dept. CX102.

25 20. The Court hereby enters final judgment in accordance with the terms of the
26 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
27 filed on December 16, 2020, and this Order.

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1 21. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
3 litigation costs.



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6 DATED: June 4, 2021

7 Honorable Peter Wilson
8 JUDGE OF THE SUPERIOR COURT
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