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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF STANISLAUS**

14 JOCELYN MATUS, an individual, on behalf of  
15 herself, the State of California, as a private  
16 attorney general, and on behalf of all others  
17 similarly situated,

18 Plaintiff,

19 v.

20 FLORY INDUSTRIES, a California  
21 Corporation; and DOES 1 TO 50,

22 Defendants.  
23

Case Number: CV-20-003117

~~[Proposed]~~ **Order Granting Motion for Final  
Approval of Class Action Settlement**

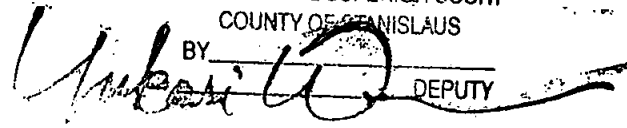
**FILED**

**AUG 11 2022**

CLERK OF THE SUPERIOR COURT  
COUNTY OF STANISLAUS

BY

DEPUTY



~~PROPOSED~~ ORDER

This matter having come for hearing on August 10, 2022, regarding the unopposed *Motion for Final Approval of Class Action Settlement* (the “Motion”) on the terms set forth in the *Settlement Agreement and Release of Class Action* (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement and the Motion. A copy of the Settlement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.

2. The Court has personal jurisdiction over Plaintiff Jocelyn Matus (“Plaintiff”) and Defendant Flory Industries (“Defendant”) (collectively, the “Parties”) to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement and as follows: “*All individuals who are or were employed by Defendant as hourly, non-exempt employees in California during the period from July 21, 2016, to August 31, 2021.*”

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 680 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff’s counsel have fairly and adequately represented and protected the interest of the Class Members.

1           6.       The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement  
2 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with  
3 California Rule of Court 3.766. The Class Notice informed 684 prospective Class Members of the  
4 Settlement terms, their rights under the settlement and receive their settlement share, their rights to  
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights  
6 to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the  
7 Settlement. A sufficient period of time to respond and to act were provided by each of these procedures.  
8 No Class Members filed written objection to the Settlement as part of this notice process, and no Class  
9 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,  
10 and four individuals—Isaac Bill, Matthew Mohler, Bogdan Zarczynski, and Christopher Bill—  
11 submitted a request for exclusion. Those individuals will not be bound by the Settlement and will not  
12 receive any portion of the class-allocation of the Net Settlement Amount.

13           7.       The Court hereby approves the terms set forth in the Settlement Agreement and finds  
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and  
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California  
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and  
17 any other applicable law, and in the best interests of each of the Parties and Class Members.

18           8.       The Court directs the Parties to effectuate the Settlement Agreement according to its  
19 terms and declares the Settlement Agreement to be binding on all Class Members.

20           9.       The Court finds that the Settlement Agreement has been reached as a result of informed  
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their  
23 respective positions.

24           10.      The Court also finds that the Settlement now will avoid additional and potentially  
25 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
26 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
27 challenges posed by continued litigation, and Court concludes that Plaintiff's counsel secured  
28 significant relief for Class Members.

1           11.     The Settlement Agreement is not an admission by Defendant, nor is this order a finding  
2 of the validity of any allegations or of any wrongdoing by Defendant.

3           12.     The Court appoints Plaintiff Jocelyn Matus as class representative and finds her to be  
4 adequate.

5           13.     The Court appoints Jonathan Melmed and Kyle D. Smith of Melmed Law Group P.C.  
6 and Martin Sullivan of Sullivan Employment Law PC as class counsel and finds each of them to be  
7 adequate, experienced, and well-versed in class action litigation.

8           14.     The terms of the Settlement Agreement, including the Gross Settlement Amount of  
9 \$925,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to  
10 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement  
11 Agreement, subject to this order.

12          15.     The Court approves the following allocations, which fall within the ranges stipulated by  
13 and through the Settlement Agreement:

14                 A.     The Court awards \$10,000.00 to ILYM Group, Inc., the Settlement  
15 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it  
16 and orders the Parties to make the payment to the Settlement Administrator in accordance with the  
17 Agreement.

18                 B.     The Court awards \$308,333.33 to Plaintiff's counsel as attorneys' fees and finds  
19 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants  
20 final approval of, awards, and orders the Plaintiff's counsel's fee payment to be made in accordance  
21 with the Settlement Agreement.

22                 C.     The Court awards \$12,150.65 in litigation costs, an amount which the Court  
23 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders  
24 the Plaintiff's counsel's litigation expenses payment in this amount to be made in accordance with the  
25 Settlement Agreement.

26                 D.     The Court awards \$10,000.00 to the class representative as payment requested  
27 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and  
28 orders the class representative payment to be made in accordance with the Settlement Agreement.

1           E.       The Court approves the \$20,000.00 allocation for penalties under the Labor  
2 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to be paid to  
3 the California Labor and Workforce Development Agency in accordance with the terms of the  
4 Settlement Agreement and the remainder to the Aggrieved Employees in accordance with the terms  
5 of the Settlement Agreement.

6           16.     The Court orders the Parties to comply with and carry out all terms and provisions of  
7 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case  
8 the provisions of this order shall take precedence and supersede the Settlement.

9           17.     Nothing in the Settlement or this order purports to extinguish or waive Defendant's  
10 rights to continue to oppose the merits of the claims in this action or class treatment of these claims in  
11 this case if the Settlement fails to become final or effective, or in any other case without limitation.

12          18.     All Class Members shall be bound by the Settlement and this order, including the release  
13 of claims as set forth in the Settlement Agreement.

14          19.     The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
15 provided in this order and the Settlement Agreement.

16          20.     All checks mail to the Class Members must be cashed within one hundred and eighty  
17 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the  
18 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property Fund  
19 in the name of the Class Member. The Court finds that this meets the requirements of Code of Civil  
20 Procedure section 384.

21          21.     Within 10 days of this order, the Settlement Administrator shall give notice of judgment  
22 to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of  
23 this order and final judgment on its website.

24          22.     The Court retains continuing jurisdiction over the Action and the Settlement, including  
25 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of  
26 **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and  
27 **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

28

1           23.     Plaintiffs shall file with the Court a report regarding the status of distribution within 180  
2 days after all funds have been distributed.

3           24.     This final judgment is intended to be a final disposition of the above-captioned action  
4 in its entirety and is intended to be immediately appealable. This final judgment resolves and  
5 extinguishes all claims released by the Settlement Agreement against Defendants.

6           25.     The Court hereby sets a hearing date of June 9, 2023 at ~~8:30 am~~/am for a  
7 hearing on the final accounting and distribution of the settlement funds [~~any date after May 12, 2023~~].

8           **IT IS SO ORDERED.**

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Dated: 8/10/22

  
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Judge of the Superior Court, County of Stanislaus  
**J. FREELAND**