

FILED  
SUPERIOR COURT, METROPOLITAN DIVISION  
COUNTY OF KERN

JAN 22 2018

TERRY McNALLY, CLERK  
BY \_\_\_\_\_ DEPUTY

1 DOUGLAS HAN (State Bar No. 232858)  
SHUNT TATAVOS-GHARAJEH (State Bar No. 272164)  
2 DANIEL J. PARK (State Bar No. 274973)  
JUSTICE LAW CORPORATION  
3 411 North Central Avenue, Suite 500  
Glendale, California 91203  
4 Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

5 *Attorneys for Plaintiff and the Class*

6  
7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF KERN

10 SHANE BURKE, individually, and on behalf of  
11 other members of the general public similarly  
12 situated, and on behalf of aggrieved employees  
13 pursuant to the Private Attorneys General Act  
("PAGA"),

14 Plaintiff,

15 v.

16 PETROL PRODUCTION SUPPLY, INC., a  
17 California corporation, and DOES 1 through  
100, inclusive,

18 Defendants.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. BCV-15-101092

Assigned for All Purposes to:  
Honorable Stephen D. Schuett  
Department 10

CLASS ACTION

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: January 22, 2018  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 10

Complaint Filed: September 29, 2015  
FAC Filed: February 8, 2016

1 This matter has come before the Honorable Stephen D. Schuett in Department 10 of the  
2 above-entitled Court located at 1415 Truxtun Avenue, Bakersfield, California 93301, on Plaintiff  
3 Shane Burke's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,  
4 Litigation Expenses, and Class Representative Service Payment ("Motion for Final Approval").  
5 Justice Law Corporation appeared on behalf of Plaintiff and the Class. Littler Mendelson, P.C.  
6 appeared on behalf of Petrol Production Supply, Inc. ("Defendant").

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

8 1. All terms used herein shall have the same meaning as defined in the Parties'  
9 Stipulation for Class Action Settlement ("Settlement," "Agreement," or "Settlement Agreement").

10 2. The Court finds that the applicable requirements of California Code of Civil  
11 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with  
12 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
13 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary  
14 Approval of Class Action Settlement. The Class is hereby defined to include:

15 All current and former hourly-paid or non-exempt employees of Defendant at any  
16 time during the period of September 29, 2011 to December 31, 2016 ("Class Period").

17 3. The direct-mail notice ("Class Notice") given to the Class Members fully and  
18 accurately informed the Class Members of all material elements of the Settlement and of their  
19 opportunity to object to, comment thereon, or to seek exclusion from, the Settlement; was the best  
20 notice practicable under the circumstances; was valid, due and sufficient notice to all Class  
21 Members; and complied fully with the laws of the State of California, the United States  
22 Constitution, due process and other applicable law. The Class Notice fairly and adequately  
23 described the Settlement and provided the Class Members adequate instructions and a variety of  
24 means to obtain additional information.

25 ///

26 ///

27 ///

28

1           4.       This Court has jurisdiction over the claims of the Class Members asserted in this  
2 proceeding and over all Parties to the Action, including the Class.

3           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
4 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More  
5 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
6 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
7 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement  
8 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
9 evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk,  
10 expense, and complexity of the claims presented; the likely duration of further litigation; the  
11 amount offered in Settlement; the extent of investigation and discovery completed; and the  
12 experience and views of Class Counsel. The Court further has considered the absence of objections  
13 to the Settlement by Class Members, as well as the absence of requests for exclusion. Accordingly,  
14 the Court hereby directs that the Settlement be affected in accordance with the Settlement  
15 Agreement and the following terms and conditions.

16           6.       A full opportunity has been afforded to the Class Members to participate in this  
17 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class  
18 Members also have had a full and fair opportunity to exclude themselves from the Settlement and  
19 the Class. Accordingly, the Court determines that Plaintiff and all Settlement Class Members are  
20 bound by the Settlement Agreement, release of Released Claims, and this Final Approval Order and  
21 Judgment.

22           7.       It is hereby ordered that Defendant fund the settlement in accordance with the  
23 Settlement Agreement and in the amount finally determined by the Claims Administrator, ILYM  
24 Group, Inc.

25           8.       It is hereby ordered that the Claims Administrator, ILYM Group, Inc., shall pay  
26 the Settlement Payment to the Settlement Class Members in accordance with the Settlement  
27 Agreement.

28 ///

1           9.     The Court finds that the Class Representative Service Payment in the amount of  
2 \$5,000.00 to Class Representative Shane Burke is fair and reasonable in light of the risks and  
3 burdens undertaken by Plaintiff in this Action and for his time and effort in bringing and  
4 prosecuting this matter on behalf of the Class, and is hereby approved. It is hereby ordered that the  
5 Claims Administrator shall issue the Class Representative Service Payment of \$5,000.00 to Class  
6 Representative Shane Burke, in accordance with the Settlement Agreement.

7           10.    It is hereby ordered that the Claims Administrator, ILYM Group, Inc. shall pay  
8 itself a payment of \$5,854.16 for the services performed and costs incurred in administration of the  
9 Settlement.

10          11.    The Court finds that the amount of \$2,500.00 allocated toward penalties under  
11 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code  
12 sections 2698, *et seq.*, is fair and reasonable, and is hereby approved. The Claims Administrator  
13 shall issue payment in the amount of \$1,875.00 to the California Labor and Workforce  
14 Development Agency, and shall distribute the remaining penalties allocation in the amount of  
15 \$625.00 on a *pro rata* basis to the Settlement Class Members, according to the terms of the  
16 Settlement Agreement.

17          12.    The Court finds that Class Counsel's request for attorneys' fees falls within the  
18 range of reasonableness and the results achieved justifies the award. Class Counsel's request for  
19 attorneys' fees is hereby approved. It is hereby ordered that the Claims Administrator shall pay the  
20 Class Counsel's attorneys' fees in the amount of \$43,330.00, in accordance with the Settlement  
21 Agreement.

22          13.    The Court finds that Class Counsel's litigation costs and expenses in prosecuting  
23 this Action were reasonably incurred. Class Counsel's request for reimbursement of litigation costs  
24 and expenses in the amount of \$5,000.00 is hereby approved. It is hereby ordered that the Claims  
25 Administrator shall pay Class Counsel for reimbursement of litigation costs and expenses in the  
26 amount of \$5,000.00 in accordance with the Settlement Agreement.

27 ///

28 ///

1           14.     Neither the making of the Settlement Agreement nor the entry into the Settlement  
2 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any  
3 claims in the Complaint or of any other wrongdoing. Further, the Settlement Agreement is not a  
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be  
6 construed as an admission or concession by or against Defendant or any related person or entity.


7           15.     With this Final Approval of the proposed Settlement, it is hereby ordered that  
8 Class Members and their successors shall conclusively be deemed to have given a release, as set  
9 forth in the Settlement Agreement and Notice, against the Released Parties, and all such  
10 participating Class Members and their successors shall be permanently enjoined and forever barred  
11 from asserting any claim related to this Action against the Released Parties.

12           16.     After entry of this Final Approval Order and Judgment, pursuant to California  
13 Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction over the  
14 Action, the Class Representative, the Class Members, and Defendant for the purposes of  
15 supervising the implementation, enforcement, construction, administration and interpretation of the  
16 Settlement Agreement and this Judgment.

17           17.     Notice of entry of this Final Approval Order and Judgment shall be given to Class  
18 Members by posting a copy of the Final Approval Order and Judgment on ILYM Group, Inc.'s  
19 website for no less than a period of sixty (60) days.

20                   **IT IS SO ORDERED.**

21  
22 Dated: Jan. 22, 2018

23   
24 \_\_\_\_\_  
25 Honorable Stephen D. Schuett  
26 Judge of the Superior Court of California  
27  
28