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JOSEPH R. BECERRA (State Bar No.: 210709)
BECERRA LAW FIRM
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556

TOREY JOSEPH FAVAROTE (State Bar No.: 198521)
GLEASON & FAVAROTE, LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone: (562) 548-6700
Facsimile: (562) 216-8495

Attorneys for Plaintiffs
NATHAN A. SCHOLZ and CARLETON
WOODRING on behalf of themselves
and the certified class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NATHAN A. SCHOLZ and CARLETON
WOODRING on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TOM JAMES COMPANY, a Delaware
Corporation, and DOES 1 through 25,
inclusive,

Defendants.

) Case No. BC499218

) [CLASS ACTION]

) JUDGMENT

) Date: November 27, 2017
) Time: 9:00 a.m.
) Dept: 308
) Judge: Hon. Ann I. Jones

) Action Filed: January 16, 2013
) Trial Date: None

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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles
NOV 30 2017
Sherri R. Carter, Executive Officer/Clerk
By: V. Jaime, Deputy

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JUDGMENT

The motion of Representative Plaintiffs Nathan A. Scholz and Carleton Woodring (“Plaintiffs”) for an order granting final approval of class action settlement came on for hearing in Department 308 of this Court on November 27, 2017 at 9:00 a.m. This is a wage and hour class action brought against Tom James Company (hereinafter referred to as “Defendant”) that was certified by the Court on September 25, 2015.

The Class Certified and subject to this Judgment consists of: All current and former California based Salespersons employed by Defendant from January 16, 2009 to November 15, 2016 (hereinafter referred to as “Class Members”).

After notice of the settlement was sent by the claims administrator, ILYM Group, Inc., to the 47 Class Members, zero Class Members opted out of the settlement and zero Class Members objected to the terms of the settlement.

As part of Judgment, Class Members have agreed to release all “Released Claims.” “Released Claims” means any and all claims, whether known or unknown, arising from the Action against Defendant and/or the Released Parties based on the following allegations: (a) the failure to pay wages/commissions; (b) the failure to provide accurate wage itemized statements or any other illegal record keeping; (c) the failure to promptly pay all wages/commissions or any other compensation due and owing at the time of any employee’s termination or discharge; (d) the failure to reimburse for business expenses related to their employment; (e) the unlawful deductions from earned wages/commissions; (f) forced patronage; and (g) unfair competition. The Complaint seeks injunctive relief, as well as recovery of compensatory damages, penalties, interest, attorneys’ fees and costs. The Released Claims include all claims for legal or equitable relief, for compensatory and statutory damages, penalties, restitution, injunctive relief, pre-judgment and post-judgment interest, and attorney fees and costs of suit that arise from the facts and claims alleged in the Action. The Released Claims **do not include** claims for wrongful termination, discrimination, harassment, unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period and claims outside of those alleged in this Action.

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1 “Released Parties” means Tom James Company, its parents, subsidiaries and affiliates, and
2 each of them, and their respective agents, general agents, insurers, reinsurers, payroll companies,
3 attorneys, representatives, owners, stockholders, partners, employees, officers, directors, trustees,
4 heirs, successors, predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and
5 each of them.

6 The Court, having read the papers filed with regard to Plaintiffs’ motion for final approval
7 of the class action settlement and hearing argument regarding that motion on November 27, 2017,
8 hereby enters the following **JUDGMENT**:

9 1. The Court has jurisdiction over the subject matter of this litigation and over all
10 parties to this Action, including the Class Members.

11 2. The Court finds that the settlement agreement was entered into in good faith, is a
12 product of arm’s-length negotiations between the parties and that the terms of the settlement are
13 fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the
14 settlement satisfies the standards and applicable requirements for final approval of this class action
15 settlement under California law, including the provisions of California Code of Civil Procedure
16 section 382 and California Rules of Court, Rule 3.769.

17 3. The settlement agreement is therefore finally approved. The settlement agreement
18 and all amendments are incorporated herein.

19 a. All Class Members will be paid their individual settlement payment as set
20 forth in the notice they received from the claims administrator pursuant to
21 the terms of the Settlement Agreement.

22 b. Class Counsel shall be awarded attorneys’ fees in the amount of \$775,000.00
23 and costs in the amount of \$19,318.00 which shall be paid by the Defendant
24 separately pursuant to the terms of the Settlement Agreement.

25 c. Named Plaintiffs Nathan A. Scholz and Carleton Woodring shall be granted
26 an incentive award of \$15,000.00 and \$10,000.00, respectively.

27 d. The claims administrator, ILYM Group, Inc., shall be granted payment in
28 the amount of \$5,500.00 for its fees and services.

1 e. Defendant is to fund the settlement by sending payment to the claims
2 administrator pursuant to the terms of the Joint Stipulation of Class Action
3 Settlement.

4 4. The Court orders the parties to the settlement agreement to perform forthwith each
5 of their obligations as set forth according to its terms.

6 5. No objections to the settlement have been filed. No Class Member has opted out of
7 the settlement. Accordingly, the Court adjudges that Plaintiffs and the Class Members are
8 conclusively deemed to have released and discharged Defendant and the Released Parties from any
9 and all Released Claims.

10 6. The Parties are ordered to give notice of this Judgment to all Class Members in
11 accordance with California Rule of Court 3.771(b) by posting a copy of this Order on the Class
12 Counsel's website.

13 7. Without affecting the finality of this Judgment in any way, the Court retains
14 jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and
15 enforcement of the settlement agreement pursuant to further orders of the Superior Court until each
16 and every act agreed to be performed by the parties hereto shall have been performed pursuant to
17 the settlement agreement; (2) any other action necessary to conclude this settlement and to
18 implement the settlement agreement; and (3) the enforcement, construction, and interpretation of
19 the settlement agreement.

20 8. Neither this Judgment nor the settlement agreement on which it is based are an
21 admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is
22 not a finding of the validity or invalidity of any claims in this action or a determination of any
23 wrongdoing by any party. The final approval of the Parties' settlement will not constitute any
24 opinion, position, or determination of this Court, one way or the other, as to the merits of the
25 claims or defenses of any party.

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9. This Judgment is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

IT IS SO ADJUDGED

Dated: 11/30/17

ANN I. JONES

Honorable Ann I. Jones

1 **PROOF OF SERVICE**

2 I, Thomas Steinhart, declare:

3 I am and was at the time of the service mentioned in this declaration, employed in the
4 County of Los Angeles, California. I am over the age of 18 years and not a party to the within
5 action. My business address is Gleason & Favarote LLP, 4014 Long Beach Blvd., Suite 300, Long
6 Beach, CA 90807.

7 On November 29, 2017 I served a copy(ies) of the following document(s):

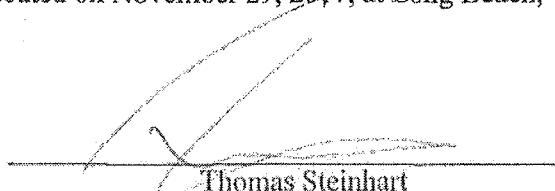
8 **JUDGMENT**

9 on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

10

Attorney	Party(ies) Served	Method of Service
11 George A. Stohner, Esq. 12 FAEGRE BAKER DANIELS LLP 13 1990 S. Bundy Dr., Ste. 620 14 Los Angeles, CA 90025 15 Tel: (650) 324-6700 16 Fax: (650) 324-6701 17 george.stohner@faegrebd.com	Counsel for Defendant	Electronic Transmission
18 Gregory P. Abrams, Esq. 19 FAEGRE BAKER DANIELS LLP 20 311 S. Wacker, Ste. 4300 21 Chicago, IL 60606 22 Tel: (312) 212-6500 23 Fax: (312) 212-6501 24 gregory.abrams@faegrebd.com	Counsel for Defendant	Electronic Transmission
<input checked="" type="checkbox"/>	(BY ELECTRONIC TRANSMISSION) I caused said document to be sent by electronic transmission via Case Anywhere, pursuant to an agreement between the parties.	

25 I declare under penalty of perjury under the laws of the State of California that the above is
26 true and correct, and that this declaration was executed on November 29, 2017, at Long Beach,
27 California.

28 
Thomas Steinhart

PROOF OF SERVICE

I, Linda Gardea, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

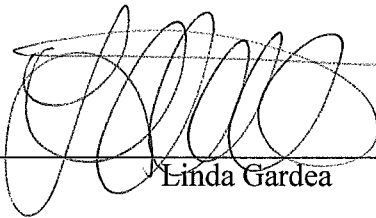
On December 5, 2017, I served a copy(ies) of the following document(s):

JUDGMENT

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
George A. Stohner, Esq. FAEGRE BAKER DANIELS LLP 1990 S. Bundy Dr., Ste. 620 Los Angeles, CA 90025 Tel: (650) 324-6700 Fax: (650) 324-6701 george.stohner@faegrebd.com	Counsel for Defendant	Electronic Transmission
Gregory P. Abrams, Esq. FAEGRE BAKER DANIELS LLP 311 S. Wacker, Ste. 4300 Chicago, IL 60606 Tel: (312) 212-6500 Fax: (312) 212-6501 gregory.abrams@faegrebd.com	Counsel for Defendant	Electronic Transmission
<input checked="" type="checkbox"/> (BY ELECTRONIC TRANSMISSION) I caused said document to be sent by electronic transmission via Case Anywhere, pursuant to an agreement between the parties.		

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on December 5, 2017, at Long Beach, California.



Linda Gardea