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FILED
Superior Court of California
County of Los Angeles
12/13/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: R. Aspiras Deputy

7 Attorneys for Plaintiff, JOSEPH LLOYD, on
behalf of himself and all others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

11
12 JOSEPH LLOYD on behalf of himself
and all others similarly situated ,

Case No. 20STCV13563
Related with: 19STCV33422

13

Plaintiff,

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. William F. Highberger
DEPT.: 10

14 vs.

15 MAGIC MOUNTAIN, LLC d/b/a/ SIX
16 FLAGS MAGIC MOUNTAIN, a
California corporation, and DOES 1
17 through 50, inclusive ,

[PROPOSED] ORDER AND JUDGEMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

18

Defendant.

Date: 12-13-2022
Time: 11:00 a.m.
Dept.: 10

19
20 **WHEREAS**, this action is pending before this Court as a putative class action (the
21 “Action”);

22 **WHEREAS**, Plaintiff, through an unopposed motion for final approval, has applied to
23 this Court for an order and judgment of final approval of the settlement of the Action in
24 accordance with the Stipulation and Settlement of Class and Representative Action (hereinafter
25 “Settlement Agreement”), and any exhibit annexed thereto, which sets forth the terms and
26 conditions for a proposed settlement and final resolution of the Action; and

27 **WHEREAS**, the Court having read and considered the Settlement Agreement and any
28 exhibits annexed thereto and the Motion for Final Approval of Class Action, and good cause

1 appearing therefor:

2 **THE COURT FINDS AS FOLLOWS:**

3 1. This Order incorporates by reference the definitions in the final version of the
4 Settlement Agreement (See Exhibit A, Settlement Agreement, attached hereto and included by
5 reference) which has been filed with the Court.

6 2. This Court has jurisdiction over the subject matter of this action and over the
7 Parties to this action, including all Class Members.

8 3. Plaintiff Joseph Lloyd (“Plaintiff” or “Class Representative”) and Defendant
9 Magic Mountain, LLC d/b/a/ Six Flags Magic Mountain, (“Magic Mountain” or “Defendant”) through their counsel of record in the Action, have reached an agreement to settle all claims in the
10 Action.
11

12 4. The Parties have agreed that this Action may be maintained as a class action for
13 Settlement purposes only.

14 5. The distribution of the Notice of Class Action Settlement (“Class Notice”) has
15 been completed. The Class Notice provided adequate notice, of the proceedings and about the
16 case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class
17 Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all
18 persons entitled to such notice and to all Class Members who could be identified through
19 reasonable effort. As executed, the Class Notice was the best notice practicable under the
20 circumstances.

21 6. The terms set forth in the Settlement Agreement are approved and that the
22 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
23 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
24 Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.
25 The Court further finds that the Parties have conducted extensive investigation and research, and
26 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
27 that settlement now will avoid additional and potentially substantial litigation costs, as well as
28 delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the

1 monetary recovery being provided as part of the Settlement and recognizes the significant value
2 accorded to Class Members.

3 7. The Settlement Agreement is not an admission by Defendant nor is this Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
5 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
6 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
7 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

8 8. There have been no Requests for Exclusion, no Objections, and No Disputes in
9 this matter by the Class Members.

10 **NOW, THEREFORE, IT IS HEREBY ORDERED that:**

11 1. The Class is certified for settlement purposes only. For the purposes of this
12 settlement, the Class consists of: All persons who applied to work for Defendant and/or all
13 persons who are or were employed by Defendant in the state of California during the Class Period
14 and were subject to Defendants' employment-related background check and/or credit procedures
15 including, but not limited to, executing employment-related background check and/or credit
16 documents ("Class Members"). The Class Period is from April 6, 2015, through October 1, 2021.
17 Should for whatever reason the Settlement not become final, the fact that the Parties were willing
18 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be
19 admissible in connection with, the issue of whether a class should be certified in a non-settlement
20 context;

21 1. Defendant shall pay the Participating Class Members pursuant to the procedures
22 described in the Settlement Agreement;

23 2. That ILYM Group, Inc. be retained as Settlement Administrator for the purpose of
24 this Settlement;

25 3. ILYM Group, Inc. shall receive payment of Sixty Thousand Dollars (\$60,000) as
26 the Settlement Administrators for the fees and costs of administering as set forth in the Settlement
27 Agreement and the Joint Stipulation and Order Regarding Adjusted Costs and Deadlines on
28 Preliminary Approval Order. The payment authorized by this paragraph shall be made in

1 accordance with the terms of the Settlement;

2 4. The Named Plaintiff Joseph Lloyd is Class Representative and he shall be awarded
3 the class representative enhancement payment of \$5,000 for his services to the Class. The Court
4 finds that this amount is fair and reasonable in light of Plaintiff's contribution to this action. The
5 payment of the Class Representative enhancement shall be made in accordance with the terms of
6 the Settlement;

7 5. James R. Hawkins and Isandra Fernandez from the law firm James Hawkins
8 APLC are Class Counsel for the Class;

9 6. The law firm of James Hawkins, APLC shall be paid attorneys' fees in the amount
10 of One Hundred Ten Thousand Dollars (\$110,000) (i.e., 1/3 of the Class Settlement Amount of
11 \$330,000) and costs and expenses of Seven Thousand Two Hundred Thirty Dollars and Nine
12 Cents (\$7,230.09) shall be paid to Class Counsel. The Court finds that the attorneys' fees and
13 costs requested were reasonable in light of the relevant factors under California law. The payment
14 of fees and costs to Class Counsel shall be made in accordance with the terms of the Settlement;

15 7. Defendant shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, except as provided in the Settlement
17 Agreement;

18 8. This "Judgment" is a final disposition of the above captioned action in its entirety
19 and is able to be immediately appealable;

20 9. Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
21 continuing jurisdiction over this action and the parties and Class Members, including after the
22 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
23 and intent of the Settlement Agreement and this Order;

24 10. The Court sets a ~~Status Conference for Final Accounting~~ ^{POÜ} of the settlement
25 administration on October 31, 2023, at 9:00AM, ~~or on _____ at _____~~
26 which is at least 318 days or more after the date Final Approval is Granted. ~~Ö^&A^ ^ F C B D E~~

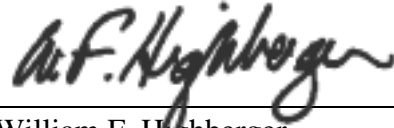
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1 11. Counsel shall submit a Final Accounting Report at least 10 days prior to the date
2 of the Status Conference for Final Accounting.

3 **IT IS SO ORDERED.**

4 Dated: 12/13/2022



Hon. William F. Highberger
Judge of the Los Angeles County Superior Court

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