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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RASHON HAYES, individually, and on behalf
of all other aggrieved employees pursuant to
the California Private Attorney General Act,

Plaintiff,

vs.

THE CONTAINER STORE, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20CV363825

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

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

Date: July 22, 2026
Time: 1:30 p.m.
Department: 19

Complaint Filed: February 10, 2020
FAC Filed: August 3, 2020
Trial Date: None Set

1 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

2 This is a putative class and representative action arising from alleged wage and hour
3 violations. The parties have reached a settlement, and the Court has granted Plaintiff’s motion for
4 preliminary approval of the settlement. Before the Court is Plaintiff’s motion for final approval
5 of the settlement. As discussed below, the Court GRANTS the motion, enters an Order and Final
6 Judgment, and sets a compliance hearing for March 24, 2027 at 2:30 p.m. in Department 5.

7 **I. Legal Standard**

8 “In general, questions whether a settlement was fair and reasonable, whether notice to the
9 class was adequate, whether certification of the class was proper, and whether the attorney fee
10 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
11 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by
12 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) The trial court is free to engage
13 in a balancing and weighing of factors depending on the circumstances of each case. (*Id.* at p.
14 245.) The most important factor is the strength of the plaintiff’s case on the merits, balanced
15 against the amount offered in settlement. (*See Kullar v. Foot Locker Retail, Inc.* (2008) 168
16 Cal.App.4th 116, 130.)

17 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
18 review and approve any settlement of any civil action filed pursuant to” PAGA. The trial court
19 must “determine independently whether a PAGA settlement is fair and reasonable,” to protect
20 “the interests of the public and the LWDA in the enforcement of state labor laws.” (*Moniz v.*
21 *Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) A PAGA settlement may be substantially
22 discounted, and courts often exercise their discretion to award PAGA penalties below the
23 statutory maximum. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529; *Amaral v.*
24 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213.)

25 **II. Terms and Administration of Settlement**

26 **A. Settlement Terms**

27 This case has been settled on behalf of all individuals who are or were employed by
28 Defendant as an hourly-paid or non-exempt employee in California during the Class Period,

February 10, 2016 through June 6, 2024. (Agreement, ¶¶ 1.1.9, 1.1.21.) The settlement includes a subset “PAGA Settlement Group,” defined as all individuals who are or were employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, February 12, 2019 through June 6, 2024. (Id. at ¶¶ 1.1.10, 1.1.22.)

Defendant will pay a gross settlement amount of \$2,500,000 on a non-reversionary basis, and this amount includes: attorney fees of up to 35 percent of the gross settlement amount (\$875,000); litigation costs and expenses of \$30,680; a PAGA penalties allocation of \$250,000 (75 percent of which, or \$187,500, will be paid to the LWDA and 25 percent of which, or \$62,500, will be paid to PAGA Settlement Group Members as individual PAGA payments); a service payment of up to \$14,000 to Plaintiff; and settlement administration costs of \$20,609. (Agreement, ¶¶ 1.5, 1.6.2.)

The net settlement amount, estimated to be approximately \$1,309,711, will be distributed to participating class members on a pro-rata basis according to the number of workweeks they were employed by Defendant, and individual PAGA payments will be distributed according to the number of pay periods worked. (Agreement, ¶¶ 1.1.1, 1.1.2, 1.8.) The Agreement provides that Simpluris, Inc. (“Simpluris”) will serve as settlement administrator. (Id. at ¶ 1.1.20.) The Agreement further provides that any funds from uncashed settlement checks will be transmitted to the designated *cy pres* recipient, Legal Aid at Work. (Id. at ¶ 1.8.7.) The Court approves the *cy pres* designation.

In exchange for the settlement, the class members agree to release Defendant and related entities and persons from “all claims arising from the same nucleus of facts that were or could have been raised in the Complaint, which arose at any time during the Class Period[.]” (Agreement, ¶¶ 1.1.15, 1.1.17, 1.11.1.) PAGA Settlement Group members will be deemed to release Defendant and related entities and persons from “any and all claims for civil penalties under the PAGA arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA, including any and all claims arising from the same nucleus of facts that were or could have been raised in the PAGA notice to the LWDA, which arose at any time during the PAGA Period.” (Id. at ¶¶ 1.1.16, 1.1.17, 1.11.2.) The release provisions are

appropriately tailored to the factual allegations of the operative pleading. (*See Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Administration of Settlement

In its order granting Plaintiff’s motion for preliminary approval, the Court approved Simpluris as settlement administrator. On February 23, 2026, Defendant delivered class data to Simpluris, and the Class List contained data for 2,456 Class Members. (Declaration of Alina Islas (“Islas Decl.”) ¶¶ 5–6.) After updating the mailing addresses through the National Change of Address database, on April 9, 2026, Simpluris mailed the Class Notice via first class mail to all 2,456 individuals on the Class List. (*Id.* at ¶¶ 7–8.) Of the 283 Notice Packets returned as undeliverable, Simpluris performed skip-trace searches, located updated addresses for 16 Class Members, and re-mailed the Notice; ultimately, 267 Notice Packets remained undeliverable. (*Id.* at ¶ 9.)

The deadline for Class Members to request exclusion, object, or submit a workweek dispute was June 8, 2026. As of the date of Ms. Islas’s declaration (June 29, 2026), Simpluris had received zero requests for exclusion, zero objections, and zero workweek disputes. (*Id.* at ¶¶ 10–13.) Accordingly, all 2,456 Class Members are participating Settlement Class Members. Simpluris estimates that the highest individual class payment will be approximately \$3,064.15, the average individual class payment will be approximately \$533.27, the highest individual PAGA payment will be approximately \$147.82, and the average individual PAGA payment will be approximately \$36.72. (*Id.* at ¶ 14.) The notice process has now been completed.

At preliminary approval, the Court found the settlement to be fair and reasonable. Given that there are no objections and no requests for exclusion, the Court finds no reason to deviate from its preliminary finding now. Accordingly, the Court finds that the settlement is fair and reasonable for purposes of final approval.

III. Service Award, Attorney Fees and Costs

Plaintiff seeks a service award of \$14,000. Plaintiff has provided a declaration describing his participation in this action, including responding to written discovery, providing information and documents to counsel, and preparing for and appearing for his deposition. The Court finds

1 that a service award is justified and that the amount requested is reasonable. The service award is
2 approved in the amount requested.

3 Plaintiff's counsel seeks an attorney fee award of \$875,000, representing 35 percent of
4 the gross settlement amount, as provided in the Agreement. (Motion, pp. 13–22; Parker-Fawley
5 Decl., ¶¶ 10–12.) Plaintiff's counsel represents that the lodestar for this action is \$424,150, based
6 on 499 hours billed at \$850 per hour. The requested fee reflects a multiplier of approximately
7 2.06, which is within the range of multipliers generally approved by California courts. (See
8 *Wershba, supra*, 91 Cal.App.4th at p. 255 [“Multipliers can range from 2 to 4 or even higher.”].)
9 The benefits achieved by the settlement, the contingent nature of counsel's representation, and
10 the absence of any objection to the fee request justify an award of attorney fees to class counsel.
11 The Court approves an attorney fee award in the requested amount.

12 Plaintiff's counsel requests reimbursement of litigation costs and expenses in the amount
13 of \$30,680 and provides a supporting declaration. (Motion, p. 22; Parker-Fawley Decl., ¶ 19.)
14 The Court approves reimbursement of litigation costs in the requested amount. Settlement
15 administration costs are likewise approved in the requested amount of \$20,609. (Islas Decl., ¶
16 15.)

17 **IV. Conclusion**

18 The Court GRANTS the motion for final approval of the settlement and sets a
19 compliance hearing for March 24, 2027 at 2:30 p.m. in Department 5. Class counsel shall submit
20 the settlement administrator's accounting report at least ten court days prior to the compliance
21 hearing. Plaintiff shall prepare the order and judgment in accordance with California Rules of
22 Court, rule 3.1312.

23 **JUDGMENT**

24 The Court enters this Judgment consistent with the above and the parties' Settlement
25 Agreement. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain exclusive and continuing jurisdiction over the
27 above-captioned action and the Parties, including all Participating Class Members, relating to the
28 administration, consummation, enforcement and interpretation of the Settlement Agreement, and

1 this Final Approval Order and Judgment.

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3 **IT IS SO ORDERED.**

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5 DATE: _____

6 The Honorable Theodore C. Zayner
7 Judge of the Santa Clara County Superior
8 Court of California

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