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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF ORANGE**

18 ALVIN N. WILLIAMS III, as an individual
19 and on behalf of all other aggrieved
20 employees,

21 Plaintiff,

22 vs.

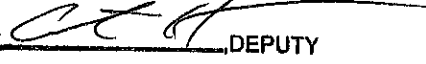
23 NO ORDINARY MOMENTS, INC., a
24 California Corporation; and DOES 1 through
25 100,

26 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 01 2023

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

Case No.: 30-2020-01140925-CU-OE-CXC

*[Assigned for all purposes to the Hon.
William D. Claster; CX104]*

**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: February 24, 2023

Time: 9:00 a.m.

Dept.: CX104

Action Filed: May 26, 2020

Trial Date: None Set

1 **[AMENDED PROPOSED] ORDER AND FINAL JUDGMENT**

2 The Motion of Plaintiff Alvin N. Williams III ("Plaintiff") for Final Approval of Class
3 Action Settlement, Class Representative Enhancement Award, and Attorneys' Fees and Costs
4 ("Final Approval Motion") came on regularly for hearing before this Court on February 24, 2023
5 at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
6 Preliminary Approval of Class Action Settlement. Having considered the parties' Stipulation of
7 Settlement ("Settlement Agreement" or "Settlement")¹ and the documents and evidence presented
8 in support thereof, and recognizing the sharply disputed factual and legal issues involved in this
9 case, the risks of further prosecution, and the substantial benefits to be received by the Settlement
10 Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
11 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
12 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval
13 Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Final
15 Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, a Settlement Class consisting of the following:

18 All current and former non-exempt employees of Defendant No Ordinary
19 Moments, Inc. employed in the State of California from May 26, 2016,
20 through July 16, 2021.

21 3. Plaintiff Alvin N. Williams III is confirmed as Class Representative, and Paul K.
22 Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC, are confirmed
23 as Class Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement,
25 which was approved by the Court on August 22, 2022, and the notice process has been completed
26 in conformity with the Settlement and the Court's Order. The Court finds that said notice was

27 _____
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 the best notice practicable under the circumstances. The Class Notice provided due and adequate
2 notice of the proceedings and matters set forth therein, informed Settlement Class members of
3 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
4 California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 only six Settlement Class members (Bernazais Nino-Arellanes, Roxanne Martinez, Charisma
7 Bush, Brenda Chavez, Lemarvae Staples, and Raynetta Winston) opted out of the Settlement, and
8 that the 99.65% participation rate in the Settlement supports final approval.

9 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
10 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
11 terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
20 counsel for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, and
22 objections being a prerequisite to appeal, that this Order shall be considered final as of the date it
23 is signed by this Court.

24 9. The Court orders that within thirty (30) calendar days of the Effective Date,
25 Defendant No Ordinary Moments, Inc. ("Defendant") shall deposit the Total Settlement Amount
26 of \$775,000.00 with the Settlement Administrator, Phoenix Settlement Administrators.

27 10. The Court finds that the individual settlement payments, as provided for in the
28 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to

1 distribute the individual settlement payments in conformity with the terms of the Settlement.

2 11. The Court finds that an enhancement award in the amount of \$5,000.00 to Plaintiff
3 Alvin N. Williams III is appropriate for his risks undertaken and his service to the Settlement
4 Class. The Court finds that this enhancement award is fair, reasonable, and adequate, and orders
5 that the Settlement Administrator make this payment in conformity with the terms of the
6 Settlement.

7 12. The Court finds that attorneys' fees in the amount of \$232,500.00, and actual
8 litigation costs of \$11,440.52 for Class Counsel, are fair, reasonable, and adequate, and orders
9 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
10 the terms of the Settlement.

11 13. The Court orders that the Settlement Administrator, Phoenix Settlement
12 Administrators, shall be paid \$14,950.00 from the Total Settlement Amount for all of its work
13 done and to be done until the completion of this matter, and finds that sum appropriate.

14 14. The Court finds that the payment to the California Labor & Workforce
15 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
16 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
17 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
18 this payment to the LWDA in conformity with the terms of the Settlement.

19 15. Any settlement funds that remain uncashed after 180 days after they are mailed
20 shall escheat to the State Controller to be deposited in the Unclaimed Property Fund for the benefit
21 of the Settlement Class member whose check was not cashed.

22 16. The Settlement is not an admission by Defendant, nor is this Order a finding of the
23 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
24 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
25 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
26 Defendant.

27 17. The Court finds and determines that upon satisfaction of all obligations under the
28 Settlement and this Order and Judgment, all Settlement Class members, except for Bernazais

1 Nino-Arellanes, Roxanne Martinez, Charisma Bush, Brenda Chavez, Lemarvae Staples, and
2 Raynetta Winston, who timely submitted a Request for Exclusion, are bound by the Settlement,
3 have released their claims as set forth in the Settlement, and are permanently barred from
4 prosecuting against Defendant any individual or class claims released pursuant to the Settlement.

5 18. This document shall constitute a final judgment pursuant to California Rule of
6 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
7 approval hearing, the court must make and enter judgment. The judgment must include a
8 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
9 judgment. The court may not enter an order dismissing the action at the same time as, or after,
10 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
11 Approval Order and Judgment.

12 19. The Settlement Administrator shall make a final report of disbursement by
13 September 29, 2023.

14 **IT IS SO ORDERED.**

15 Dated: _____

3-1-23



Honorable William D. Claster
Judge of the Superior Court