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*Attorneys for Plaintiff*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 04 2025

BY *Amber M. Gear*  
AMBER M. GEAR, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

SARA BOYLE, individually, and on behalf of  
aggrieved employees pursuant to the Private  
Attorneys General Act ("PAGA");

Plaintiff,

v.

UNITED LEGWEAR COMPANY, LLC, a  
Delaware limited liability company; UNITED  
LEGWEAR DISTRIBUTION, LLC, a  
Delaware limited liability company; and DOES  
1 through 100, inclusive;

Defendants.

UNITED LEGWEAR COMPANY, LLC, a  
Delaware limited liability company; UNITED  
LEGWEAR DISTRIBUTION, LLC, a  
Delaware limited liability company,

Cross-Complainants,

v.

WORKFORCE ENTERPRISES WFE, INC., a  
California corporation; and ROES 1 through 5,  
inclusive,

Cross-Defendants.

Case No.: CIVDS2015276

Assigned for All Purposes to:  
Honorable Corey Lee  
Department S-37

**CLASS ACTION**

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

Hearing Date: April 4, 2025  
Hearing Time: 8:30 a.m.  
Hearing Place: Department S-37

Complaint Filed: July 16, 2020  
FAC Filed: April 11, 2024  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Sara Boyle's ("Plaintiff")  
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in  
3 support of the motion, including the Amended Class Action and PAGA Settlement Agreement  
4 ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On July 16, 2024, Plaintiff and Defendants United Legwear Company, LLC, United  
6 Legwear Distribution, LLC, and Workforce Enterprises WFE, Inc. ("Defendant," "ULC,"  
7 "ULD," and "WFE") entered the Agreement to settle this lawsuit.

8 On August 22, 2024, the Court entered an order preliminarily approving the settlement of  
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section  
10 382 and Rule of Court 3.769, ordering notice to be sent to Class Members, providing Class  
11 Members with an opportunity to object to the Settlement or exclude themselves from the Class,  
12 and scheduling a Final Approval Hearing.

13 On April 4, 2025, the Court held a Final Approval Hearing to determine whether to give  
14 final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and  
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise  
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as  
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class  
20 has been given the opportunity to request exclusion, the Court has personal jurisdiction with  
21 respect to the claims of all Class Members. The Court also has subject matter jurisdiction,  
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

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1           3.     Final Class Certification. The Court finds that the Class satisfies all  
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
3 process. The Court certifies the Class consisting of all individuals who were hired by WFE and  
4 assigned to work for ULC and/or ULD as non-exempt, hourly employees during the period from  
5 April 17, 2019 to January 31, 2023, as well as all individuals who were employed by ULC and/or  
6 ULD as non-exempt, hourly employees during the period from April 17, 2019 to January 31,  
7 2023 ("Class," "Class Members," and "Class Period"). There are 4,470 Class Members who did  
8 not submit valid and timely Requests for Exclusion from the Settlement ("Participating Class  
9 Members").

10           4.     Adequacy of Representation. Class Counsel fully and adequately  
11 represented the Class for purposes of entering and implementing the Settlement and satisfied the  
12 requirements of Code of Civil Procedure section 382.

13           5.     Class Notice. The Court finds that the Court Approved Notice of Class  
14 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its  
15 distribution to Class Members were implemented pursuant to the Settlement and this Court's  
16 Preliminary Approval Order. The Court finds that the Class Notice:

- 17           a. Constitutes notice reasonably calculated to apprise Class Members of: (i)  
18           pendency of this lawsuit; (ii) material terms and provisions of the  
19           Agreement and their rights; (iii) their right to object to any aspect of the  
20           Agreement; (iv) their right to exclude themselves from the Agreement;  
21           (v) their right to receive settlement payments; (vi) their right to appear at  
22           the Final Approval Hearing; and (vii) binding effect of the orders and  
23           judgment in this lawsuit on all Participating Class Members;  
24           b. Constitutes notice that fully satisfied the requirements of Code of Civil  
25           Procedure section 382, Rule of Court 3.769, and due process;  
26           c. Constitutes the best practicable notice to Class Members under the  
27           circumstances of this lawsuit; and

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d. Constitutes notice reasonable, adequate, and sufficient for Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into good faith and are the product of arm's-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are directed to implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

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- 1 a. Release by Non-Participating Class Members Who Are Aggrieved  
2 Employees. Effective on the date when Defendants fully fund the entire  
3 Gross Settlement Amount and funds all employer payroll taxes owed on  
4 the Wage Portion of the Individual Class Payments, all Non- Participating  
5 Class Members, who are Aggrieved Employees, are deemed to release, on  
6 behalf of themselves and their respective former and present  
7 representatives, agents, attorneys, heirs, administrators, successors, and  
8 assigns, the Released Parties from the Released PAGA Claims.
- 9 b. Plaintiff's Release. Effective on the date when Defendants fully fund the  
10 entire Gross Settlement Amount and funds all employer payroll taxes  
11 owed on the Wage Portion of the Individual Class Payments, in addition to  
12 releasing the claims being released by all Aggrieved Employees, Plaintiff  
13 and her former and present spouses, representatives, agents, attorneys,  
14 heirs, administrators, successors, and assigns generally release and forever  
15 discharge Released Parties from the Plaintiff's Release. Plaintiff also  
16 expressly waives any and all rights and benefits afforded by section 1542  
17 of the Civil Code.
- 18 c. Released Parties. The Released Parties include Defendants and each of  
19 their respective current and former parents, owners, divisions, subsidiaries,  
20 any affiliated or related persons or entities, and their respective successors  
21 and predecessors in interest; all of their respective officers, fiduciaries,  
22 directors, employees, partners, shareholders, attorneys, agents, executors,  
23 principals, heirs, representatives, accountants, auditors, consultants,  
24 insurers, reinsurers, and assigns; any individual or entity that could be  
25 liable for any of the Released Class Claims and Released PAGA Claims,  
26 and Defendants' counsel of record.

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10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds that the Class Counsel Fees Payment of \$200,000, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds that the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$24,526.87, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Agreement, settlement administration, Released Class Claims, and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$200,000 is one-third (1/3) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

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b. The Court has reviewed the Declaration of Douglas Han regarding the costs expended. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$25,000 in litigation costs. The Court finds that Class Counsel expended \$24,526.87 in litigation costs, and such costs were reasonable. The Court approves the payment of the Class Counsel Litigation Expenses Payment of \$24,526.87 from the common fund for the reimbursement of Class Counsel's litigation costs.

11. Class Representative Service Payment. The Court finds that the Class Representative Service Payment of \$10,000, to be paid by Defendant to Plaintiff, out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court has reviewed Plaintiff's declaration. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of \$10,000 to Plaintiff.

12. Administration Expenses Payment. The Court finds that Administration Expenses Payment of \$33,750, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

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1 a. The Court has reviewed the Declaration of Kevin Lee from Phoenix Class  
2 Action Administration Solutions, the Administrator. The Court finds that  
3 notice was provided to the Class pursuant to the Preliminary Approval  
4 Order, constitutes the best practicable notice to the Class, and satisfied due  
5 process. Thus, the Court approves the payment of the Administration  
6 Expenses Payment of \$33,750 for the Administrator's services in  
7 administering the Settlement.

8 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$50,000,  
9 seventy-five percent (75%) of which (\$37,500) will be paid to the California Labor and  
10 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent  
11 (25%) of which (\$12,500) will be distributed to Aggrieved Employees, on a pro rata basis, to be  
12 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and  
13 provisions set forth in the Settlement Agreement.

14 14. Funding the Gross Settlement Amount. WFE will fund \$400,000 of the  
15 Gross Settlement Amount while ULC/ULD will fund the remaining \$200,000 of the Gross  
16 Settlement Amount as follows: (a) within twenty-five (25) business days of the Court's Final  
17 Approval, \$75,000 of the Gross Settlement Amount will be paid by Defendants to the  
18 Administrator by depositing the amount into the Qualified Settlement Fund established and  
19 maintained by the Administrator, meaning that WFE will fund \$50,000 and ULC/ULD will fund  
20 \$25,000 of the initial payment ("Initial Payment"); and (b) the remaining \$525,000 of the Gross  
21 Settlement Amount, amounting to \$350,000.04 from WFE and \$174,999.96 from ULC/ULD,  
22 will be paid in equal monthly installments by Defendant over a 12-month period to the  
23 Administrator beginning ninety (90) business days of the Initial Payment by depositing such  
24 amounts into the Qualified Settlement Fund, meaning that WFE will fund \$29,166.67 per month  
25 and ULC/ULD will fund \$14,583.33 per month. Within fourteen (14) calendar days after  
26 Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks to the  
27 appropriate entities and persons.

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1           15.     Fairness of the Settlement. As noted in the Preliminary Approval Order,  
2 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends  
3 that the Settlement was the product of arm's-length negotiations following extensive litigation,  
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of  
5 Deborah Saxe, an experienced and well-respected mediator.

6           a. The fairness of the Settlement is demonstrated by there being no  
7 objections to and no requests for exclusion from the Settlement.

8           16.     Uncashed Checks. Participating Class Members and Aggrieved  
9 Employees must cash or deposit their settlement checks within ninety (90) calendar days after  
10 the checks are mailed to them by the Administrator. Uncashed settlement checks will be  
11 canceled and transmitted to the California Controller's Unclaimed Property Fund.

12           17.     Modification of Settlement Agreement. The Participating Class Members  
13 are authorized to agree to and adopt amendments to or modifications of the Settlement  
14 Agreement by an express written instrument signed by all Parties or their representatives and  
15 approved by the Court. Such amendments or modifications shall be consistent with this Order  
16 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

17           18.     Final Accounting and Compliance. The Court sets a compliance hearing  
18 for January 29, 2027 in Department S-37. At least five (5) court days before this hearing,  
19 Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384,  
20 the compliance status report shall specify the total amount paid to Participating Class Members  
21 and residual of the unclaimed settlement funds that will be paid to the entity identified as the  
22 recipient of such funds in the Settlement Agreement.

23           19.     Retention of Jurisdiction. The Court has jurisdiction to enter this Order  
24 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
25 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
26 and for any other necessary purpose, including, without limitation:

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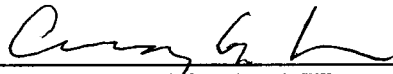
- 1 a. Entering such additional orders as may be necessary or appropriate to  
2 protect or effectuate this Order and Judgment approving the Settlement  
3 Agreement, and permanently enjoining Plaintiff from initiating or  
4 pursuing related proceedings, or to ensure the fair and orderly  
5 administration of the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and  
7 resolving any disputes, claims, or causes of action in this lawsuit that, in  
8 whole or in part, are related to or arise out of the Settlement Agreement or  
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and  
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is  
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE  
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 **IT IS SO ORDERED.**

22 DATED: 4/4/2025

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25 HONORABLE COREY LEE  
26 SUPERIOR COURT JUDGE  
27 **Corey G. Lee**

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On April 7, 2025, I served the foregoing document described as

**ORDER OF FINAL APPROVAL AND JUDGMENT**

for the following case: **Boyle v. United Legwear Company, LLC et al.**  
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-783563-20**  
**Court Case No.: CIVDS2015270**  
**San Bernardino Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

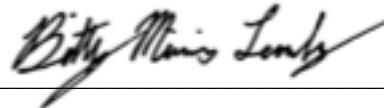
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 7, 2025, at Pasadena, California.



Bitty Minnis-Lemley