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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA DE LOS ANGELES VASQUEZ, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

NUTRAWISE HEALTH & BEAUTY CORP.,
a California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2020-01140636-CU-OE-CXC

Assigned to Hon. William D. Claster

CLASS ACTION

**AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: June 17, 2022

Time: 9:00 a.m.

Dept.: CX-104

**AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT THEREON**

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Amended Class Action Settlement Agreement and Release of Claims (the "Settlement
3 Agreement" and/or the "Settlement") came on for hearing on June 17, 2022, in Department CX-
4 104 of the above-entitled court. The Final Approval Motion was unopposed by Defendant
5 Nutrawise Health & Beauty Corporation ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, any
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered into by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Class Members and fully met the requirements of
22 California law and due process under the California and United States Constitutions. Based on
23 evidence and other materials submitted, the actual notice to the Settlement Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included: (1) failure pay overtime wages, (2) failure to provide
27 meal breaks and/or pay missed meal period premiums, (3) failure to provide rest breaks and/or
28 pay missed rest period premiums, (4) failure to pay due wages at separation of employment, (5)

1 failure to provide accurate itemized wage statements, (6) unfair competition, and (7) PAGA
2 penalties based on the foregoing Labor Code violations.

3 5. All Class Members who did not opt-out of the Settlement ("Settlement Class
4 Members") are entitled to payment pursuant to the Settlement and this Judgment.

5 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
7 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
8 Settlement Agreement.

9 7. The Settling Parties are to bear their own costs, except as otherwise provided in
10 the Settlement Agreement.

11 8. For purposes of effectuating this Order and Judgment (including the Released
12 Claims of Settlement Class Members), this Court has certified the following class: "All current
13 and former non-exempt employees employed by Defendant in California at any time during May
14 26, 2016, through July 11, 2021. The PAGA Class consists of "All current and former non-exempt
15 employees employed by Defendant in California at any time during April 17, 2019, through July
16 11, 2021." The Court deems this definition sufficient for purposes of California Rules of Court,
17 rule 3.765(a).

18 9. Aurora Panescu who opted-out is excluded from any and all terms and obligations,
19 including the release(s) of the Settlement.

20 10. With respect to the Settlement Class Members and for purposes of approving this
21 Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
22 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
23 there are questions of law or fact common to the Settlement Class Members, and there is a well-
24 defined community of interest among the Settlement Class Members with respect to the subject
25 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
26 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
27 interests of the Settlement Class Members; (e) a class action is superior to other available methods
28 for an efficient adjudication of this controversy; and (f) the counsels of record for the Class

1 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
2 individual and representative capacity and for the Settlement Class Members.

3 11. By this Judgment, the Class Representative shall release, relinquish, and
4 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
5 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
6 Released Claims, as defined in the Settlement Agreement.

7 12. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
8 any act performed or document executed pursuant to or in furtherance of the Settlement
9 Agreement or the Settlement: (i) is or may be deemed to be or may be used by the Class
10 Representative or Settlement Class Members as an admission of, or evidence of, the validity of
11 any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
12 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
13 by the Class Representative or Settlement Class Members as an admission of, or evidence of, any
14 fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
15 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
16 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
17 this Action in any other action that may be brought against it or them in order to support a defense
18 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
19 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
20 similar defense or counterclaim.

21 13. The "Settlement Amount" to be paid under the Settlement Agreement is
22 \$312,946.43. From this amount, the following sums are awarded and shall be paid: Class Counsel
23 is awarded Attorneys' Fees of \$93,884 and Costs in the amount of \$8,134.25; Plaintiff is awarded
24 a Class Representative Service Payment of \$5,000; Administrative costs in the sum of \$7,602.00
25 to the Settlement Administrator, Simpluris, Inc.; and \$7,500 to the LWDA for PAGA Penalties.
26 The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the
27 payments set forth above from the Settlement Amount. After deducting the foregoing payments
28 from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the

1 Participating Class Members as set forth in the Settlement Agreement and as calculated by the
2 Settlement Administrator.

3 14. The Settlement Administrator is directed to calculate the Settlement Class
4 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
5 payments in accordance with the Settlement Agreement.

6 15. Concurrently with mailing the settlement checks to the Settlement Class Members,
7 the Settlement Administrator shall include a Notice of Entry of Judgment to all Settlement Class
8 Members either on a postcard or as a detachable portion of the check for the Settlement Class
9 Members, noting the following: "Please be advised that on [date] the Superior Court of California
10 for the County of Orange entered Judgment in the case entitled *Vasquez v. Nutrawise Health &*
11 *Beauty Corporation*, Case No. 30-2020-01140636-CU-OE-CXC, on behalf of all Settlement
12 Class Members employed by Defendant at any time during the Class Period May 26, 2016,
13 through July 11, 2021.

14 16. Settlement Class Members shall have 180 days to negotiate the Settlement check
15 from the date of issuance by the Settlement Administrator. In the event that a Settlement Class
16 Member does not negotiate his/her check within this time period, the uncashed check along with
17 any interest that has accrued thereon, shall be submitted to the State of California Unclaimed
18 Property Fund.

19 17. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
21 Class Representative, the Settlement Class Members, and Defendant for the purposes of
22 supervising the implementation, enforcement, construction, administration, and interpretation of
23 the Settlement Agreement and this Judgment.

24 **IT IS SO ORDERED.**

25 Dated: 6-28-22



HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT