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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF ORANGE

CHRISTINE ROSE, an individual, on
behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

IMPACT GROUP, LLC., a Limited
Liability Company, and DOES 1-50,
inclusive,

Defendants.

Case No: 30-2020-01141107-CU-OE-CXC

[Related Case: 30-2020-01166291-CU-OE-CXC]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL TO
CLASS AND PAGA ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS**

Hearing Date: July 8, 2022

Hearing Time: 10:00 a.m.

Honorable Judge Randall J. Sherman
Department CX-105

1 On July 8, 2022, Plaintiff Christine Rose (“Plaintiff”) presented her unopposed Motion for
2 Final Approval of the proposed Settlement as set forth in the Joint Stipulation of Class Action and
3 PAGA Settlement and Release, as amended by Amendment #1 to Joint Stipulation of Class
4 Action and PAGA Settlement and Release (the “Agreement”).

5 Plaintiff and Defendant Impact Group, LLC (“Defendant”) (collectively the “Parties”)
6 have submitted their proposed Settlement, which this Court preliminarily approved by its
7 February 18, 2022 order (the “Preliminary Approval Order”). In accordance with the Preliminary
8 Approval Order, the Settlement Notice has been disseminated to Class Members, who have been
9 given adequate notice of the terms of the proposed Settlement and the opportunity to object to it
10 or to exclude themselves from it.

11 Having received and considered the proposed Settlement, the supporting papers filed by
12 Plaintiff, and the evidence and argument received by the Court before entering the Preliminary
13 Approval Order and at the Final Approval Hearing, the Court grants final approval of the
14 Settlement, enters this Final Approval Order, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order adopts all defined terms set forth in the Agreement.

18 2. For settlement purposes only, the Court grants certification as to the proposed
19 Class Members, consisting of all persons who were employed by Defendant in California in non-
20 exempt, hourly-paid positions at any time during the Class Period, including current and former
21 employees. The “Class Period” is defined as the period from May 27, 2016 through June 13,
22 2021.

23 3. Pursuant to the Preliminary Approval Order, the Settlement Notice was sent to
24 each Class Member by first-class mail. The Settlement Notice informed Class Members of the
25 terms of the proposed Settlement, their right to receive an Individual Settlement Share, their right
26 to submit disputes or object to the Settlement and/or the Class Counsel Award, their right to elect
27 not to participate in the Settlement and pursue their own remedies, and their right to appear in
28 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the

1 proposed Settlement. Adequate periods of time were provided by each of these procedures.

2 4. The Court finds and determines that this notice procedure afforded adequate
3 protections to Class Members and provides the basis for the Court to make an informed decision
4 regarding approval of the Settlement based on the responses of Class Members. The Court finds
5 and determines that the notice provided in this case was the best notice practicable, which
6 satisfied the requirements of law and due process.

7 5. No Class Members filed written objections to the Settlement as part of this notice
8 process.

9 6. No Class Members submitted Requests for Exclusion from the Settlement as part
10 of this notice process.

11 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
12 determines that the terms of the proposed Settlement are fair, reasonable and adequate as to the
13 Class Members and orders that the Class Members will be bound by the Settlement, that the
14 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
15 be and hereby are ordered to be consummated.

16 8. The Court finds and determines that the all-inclusive Gross Settlement Amount in
17 the amount of \$600,000 and the Individual Settlement Shares to be paid to the Participating Class
18 Members under the Settlement are fair and reasonable. The Court hereby grants Final Approval
19 to and orders the payment of those amounts be distributed to the Class Members out of the Net
20 Settlement Amount in accordance with the Agreement. Pursuant to the terms of the Agreement,
21 the Settlement Administrator is directed to make the Individual Settlement Share payments to
22 each Participating Class Member.

23 9. The Court finds and determines that the allocation of \$30,000 from the Gross
24 Settlement Amount for the PAGA Payment is fair and reasonable, and directs the Settlement
25 Administrator to make the Individual PAGA Payments as set forth in the Agreement.

26 10. The Court finds and determines that the Settlement Administration Costs for
27 administering the Settlement, in the amount of \$4,150 ~~\$4,250~~, are fair and reasonable. The Court
28 hereby grants final approval to and orders that the payment of that amount be paid out of the

1 Gross Settlement Amount to the Settlement Administrator in accordance with the Agreement.

2 11. The Court finds and determines that the request by Plaintiff for the Class
3 Representative Service Award is fair and reasonable and hereby orders that the requested
4 payment in the amount of \$10,000 be paid out of the Gross Settlement Amount.

5 12. The Court further finds and determines that the request by Class Counsel for the
6 attorneys' fee portion of the Class Counsel Award is fair and reasonable and hereby orders that
7 \$200,000 (one-third of the Gross Settlement Amount) be paid to them out of the Gross Settlement
8 Amount. The attorneys' fee portion of the Class Counsel Award shall be divided among Class
9 Counsel as follows: 50% to Aegis Law Firm, APC, 20% to Blumenthal Nordrehaug Bhowmik De
10 Blouw, LLP and 30% to Zakay Law Group, APC.

11 13. The Court also finds and determines that the request by Class Counsel for the
12 litigation costs portion of the Class Counsel Award is fair and reasonable and hereby orders that
13 \$12,254.89 be paid to them out of the Gross Settlement Amount, \$1,662.37 to Zakay Law Group,
14 APLC, and \$10,592.52 to Blumenthal Nordrehaug Bhowmik De Blouw, LLP.

15 14. Following the Effective Date, and upon funding in full of the Gross Settlement
16 Amount by Defendant, any person who is a Class Member who did not timely and validly
17 exclude themselves from the Settlement shall be deemed to have fully and finally released all
18 Released Claims, as defined in the Agreement.

19 15. Following the Effective Date, and upon funding in full of the Gross Settlement
20 Amount by Defendant, all PAGA Members shall release all PAGA Released Claims as defined in
21 the Agreement, irrespective of whether they opted-out of the Settlement, and will be bound by
22 this PAGA Release.

23 16. If, for any reason, the Settlement ultimately does not become Final (as defined in
24 the Agreement), this Final Approval Order will be vacated; the Parties will return to their
25 respective positions in the Action as those positions existed immediately before the Parties
26 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
27 Court in connection with the Settlement will be deemed an admission of any kind by any of the
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1 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
2 the Action or in any other action.

3 17. The Parties entered into the Settlement solely for the purpose of compromising and
4 settling disputed claims. As set forth in the Agreement, Defendant in no way admits any
5 violation of law or any liability whatsoever to Plaintiff and the Class Members and/or PAGA
6 Members, individually or collectively, all such liability being expressly denied by Defendant.

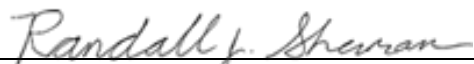
7 18. Without affecting the finality of this Final Approval Order and Judgment in any
8 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
9 implementation, effectuation and enforcement of this Order and the Settlement under Code of
10 Civil Procedure § 664.6.

11 19. The Parties are hereby ordered to comply with the terms of the Agreement.

12 20. Each side is to bear its own costs and attorneys' fees except as provided by the
13 Agreement and this Final Approval Order.

14 21. A compliance hearing is set for April 7, 2023 at 10:00 a.m. A declaration from the
15 Settlement Administrator regarding compliance with the terms of Judgment must be filed no later
16 than 16 days before the Final Report Hearing date.

17 DATED: **July 8, 2022**

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20 HON. RANDALL J. SHERMAN
21 ORANGE COUNTY SUPERIOR COURT
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