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Attorneys for Plaintiff, BOBBY RAY MCCOY
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

BOBBY RAY MCCOY on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

JO-ANN STORES, LLC, and DOES 1 through
50, inclusive,

Defendants.

Case No.: RG20061158

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Brad Seligman
Dept.: 23

**[PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Reservation Number:
#- A-20061158-001

This Court having considered Plaintiff Bobby Ray McCoy's Motion for Final Approval of Class Action Settlement, and all legal authorities and documents submitted in support thereof, including the Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion for Final Approval of Class Action Settlement is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over the

1 Parties to this litigation, including all Class Members.

2 3. Final approval shall be with respect to the Class. The Class is defined as: all current
3 and former non-exempt hourly paid employees of Defendant who occupied the positions of key
4 holders, assistant managers, store managers, and freight supervisors at any time in the State of
5 California from May 11, 2016, through October 27, 2021. (“Class Members”.)

6 4. The distribution of the Notice of Proposed Class Action and Paga Settlement (“Class
7 Notice”) has been completed. The Class Notice provided adequate notice, of the proceedings and
8 about the case, including the proposed settlement terms as set forth in the Settlement Agreement.
9 The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail
10 to all persons entitled to such notice and to all Class Members who could be identified through
11 reasonable effort. As executed, the Class Notice was the best notice practicable under the
12 circumstances.

13 5. The Court hereby approves the terms set forth in the Settlement Agreement and finds
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
15 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
16 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
17 negotiations. The Court further finds that the Parties have conducted extensive investigation and
18 research, and their attorneys were able to reasonably evaluate their respective positions. The Court
19 also finds that settlement now will avoid additional and potentially substantial litigation costs, as
20 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
21 the monetary recovery being provided as part of the Settlement and recognizes the significant value
22 accorded to Class Members.

23 6. The Settlement Agreement is not an admission by Defendant nor is this Order a
24 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
25 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
26 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
27 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

28 7. Defendant shall pay the Participating Class Members pursuant to the procedure

described in the Settlement Agreement and Class Notice.

8. The Court confirms Named Plaintiff Bobby Ray McCoy as Class Representative and hereby approves the class representative enhancement payment of \$10,000 for his services to the Class. The Court finds that this amount is fair and reasonable in light of Plaintiff's contribution to this litigation. The payment of the Class Representative enhancement shall be made in accordance with the terms of the Settlement.

9. The Court hereby confirms James R. Hawkins and Isandra Fernandez from the law firm James Hawkins APLC as Class Counsel for the Class.

10. The Court hereby awards attorneys' fees in the amount of Five Hundred Thousand Dollars (\$500,000) in attorneys' fees (i.e., 33.33% of the Maximum Settlement Amount of \$1,500,000.00 and costs and expenses of Thirteen Thousand One-Hundred Eight Dollars and 76 cents (\$13,108.76) to Class Counsel. The Court finds that the attorneys' fees and costs requested were reasonable in light of the relevant factors under California law. The payment of fees and costs to Class Counsel shall be made in accordance with the terms of the Settlement.

11. The Court grants final approval of the payment of One Hundred Thousand Dollars (\$100,000.00) in penalties under the Private Attorney General Act ("PAGA") Lab. Code § 2699 *et seq.*

12. The Court further approves the payment of Fifteen Thousand Dollars (\$15,000.00) to Simpluris, Inc. as the Settlement Administrators for the fees and costs of administering as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement.

13. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

14. This "Judgment" is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

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1 15. The Court shall have and retain continuing jurisdiction over this action and the parties
2 and Class Members, including after the entry of this Order, to the fullest extent necessary to
3 interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.
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5 **IT IS SO ORDERED.**
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7 Dated: _____

Hon. Brad Seligman
Judge of the Alameda County Superior Court
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