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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MIREYA TORRES, IDREES HOLLIS,
CHRISTOPHER GARCIA, CHUMANI
BROWN, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

WILLIAMS LEA, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV04508

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

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

Date: January 18, 2024
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: February 4, 2020
FAC Filed: July 29, 2022
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department 14 of the
2 Superior Court of California for the County of Los Angeles, located at Spring Street Courthouse,
3 on January 18, 2024 at 10:00 a.m. for Plaintiffs' Motion for Final Approval of Class Action
4 Settlement, Class Counsel Fees and Costs, and Enhancement Payments ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs Mireya Torres, Idrees Hollis,
6 Christopher Garcia, and Chumani Brown (together, the "Plaintiffs"), individually and as Class
7 Representatives, and Fisher & Phillips LLP appeared on behalf of Defendant William Lea, Inc.
8 ("Defendant").

9 On July 24, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
11 the settlement of the above-entitled action ("Action") in accordance with the First Amended Joint
12 Stipulation of Class and PAGA Settlement and Release ("Settlement," "Agreement," or
13 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former non-exempt or hourly employees of Defendant that
28 worked in California at any time from February 4, 2016 through Marh 16, 2022
("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion (“Settlement Class Member”) are bound by
27 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and
28 the State of California and all individuals who worked for Williams Lea, Inc., as non-exempt or

1 hourly employees of Defendant that worked in California at any time from May 12, 2019 through
2 March 16, 2022 (“PAGA Aggrieved Employees”) are bound by the PAGA Settlement and this
3 Final Approval Order and Judgment.

4 7. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$20,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$20,000.00, in
8 accordance with the terms and methodology set forth in the Settlement Agreement.

9 8. The Court finds that the Enhancement Payments sought are fair and reasonable for
10 the work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA
11 Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payments in
12 the amount of \$12,500.00 each to Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and
13 Chumani Brown, for a total of \$50,000.00, for their Enhancement Payments, according to the terms
14 and methodology set forth in the Settlement Agreement.

15 9. The Court finds that the allocation of \$300,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Payment as follows: the amount of \$225,000.00 to the California Labor and Workforce
19 Development Agency (“LWDA Payment”), and the amount of \$75,000.00 to PAGA Aggrieved
20 Employees defined as “all current and former non-exempt and hourly employees of Defendant that
21 worked in California at any time from May 12, 2019 through March 16, 2022” (“Net PAGA
22 Penalties”), according to the terms and methodology set forth in the Settlement Agreement.

23 10. The Court finds that the request for attorneys’ fees in the amount of \$966,666.67 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$966,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Settlement Agreement.

1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$19,510.47 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$19,510.47 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 12. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, as set forth in the Settlement Agreement and Class Notice.

9 13. The Court hereby enters Judgment by which PAGA Aggrieved Employees shall be
10 conclusively determined to have given a release of any and all Released PAGA Claims against the
11 Released Parties, as set forth in the Settlement Agreement and Class Notice

12 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount, in
13 the amount of \$2,900,000.00, into an account established by the Settlement Administrator no later
14 than thirty (30) days of the Effective Date. Defendant shall also separately pay its share of
15 employer payroll taxes as calculated and directed by the Settlement Administrator.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA
18 Aggrieved Employees, LWDA Payment to the Labor and Workforce Development Agency,
19 Enhancement Payments to Plaintiffs, Class Counsel Fees and Costs to Class Counsel, and
20 Settlement Administration Costs to itself within fifteen (15) calendar days of Defendant funding
21 the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement
22 Agreement.

23 16. Individual Settlement Payment and Individual PAGA Payment checks shall be
24 valid for a period of one hundred and eighty (180) calendar days from the date of issuance of the
25 check, and after this time period, the check(s) shall be cancelled. The funds associated with checks
26 issued to Settlement Class Members and PAGA Aggrieved Employees that have not been cashed
27 or deposited within the 180-day period shall be transmitted to the Controller of the State of
28 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et

1 seq., for the benefit of those Settlement Class Members and PAGA Aggrieved Employees whose
2 check is cancelled, until such time that they claim their property.

3 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Settlement Class Members and PAGA Aggrieved Employees by posting a copy of the Final
10 Approval Order and Judgment on Settlement Administrator's website for a period of at least sixty
11 (60) calendar days after the date of entry of this Final Approval Order and Judgment.
12 Individualized notice is not required.

13
14 Dated: _____

Honorable Kenneth R. Freeman
Judge of the Superior Court