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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF KERN

13 EIRON SPROUL, as an individual and on
behalf of all others similarly situated,
14

15 Plaintiffs,

16 v.

17 IKEA DISTRIBUTION SERVICES, INC.,
a Delaware corporation; and DOES 1
through 50, inclusive,
18

19 Defendants.
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CASE NO. BCV-20-101600

[Assigned for all purposes to the Hon. Thomas S.
Clark, Dept. 17]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 18, 2024
Time: 8:30 a.m.
Dept.: 17

1 Plaintiff Eiron Sproul's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement came on for hearing before this Court, the Honorable Thomas S. Clark presiding. The
3 Court, having considered the papers submitted in support of the motion, HEREBY ORDERS
4 THE FOLLOWING:

5 The Court has considered the papers and evidence, including the First Amended Joint
6 Stipulation Re: Class Action Settlement ("Settlement Agreement" or "Settlement"), the
7 arguments of counsel, and all other matters presented to the Court regarding final approval of the
8 Settlement, approval of requested allocations from the Settlement fund, and entry of final
9 judgment.

10 I. BACKGROUND

11 Plaintiff Eiron Sproul ("Plaintiff") filed the instant Action entitled *Eiron Sproul vs. IKEA*
12 *Distribution, Inc.*, Case no.: BCV-20-101600, on July 10, 2020, in the Superior Court for the
13 County of Kern. On April 26, 2021, Plaintiff filed the First Amended Complaint, which alleges
14 the following causes of action against Defendant: (1) failure to provide accurate, itemized wage
15 statements; (2) failure to pay wages for sick leave or to pay wages timely during employment or
16 at termination; (3) civil penalties under California's Private Attorneys General Act; and (4)
17 unfair, and deceptive business practices. On January 10, 2024, Plaintiff filed the operative
18 Second Amended Complaint, which asserts the following claims: (1) failure to provide accurate,
19 itemized wage statements; (2) failure to pay wages timely during employment or at termination
20 including overtime, meal and rest premiums, and paid sick leave; (3) civil penalties under
21 California's Private Attorneys General Act; and (4) unfair, and deceptive business practices.

22 Since the filing of the case, the Parties engaged in informal discovery resulting in the
23 production of data necessary for Plaintiff to calculate the potential exposure for this matter.
24 (Declaration of Dennis Hyun ("Hyun Decl.") at ¶ 8). The Parties engaged in arms' length
25 negotiations between highly experienced counsel to reach this settlement. (*Id.*).

26 The terms of the settlement provide that Defendant shall pay the Total Class Action
27 Settlement Amount of Four Hundred and Fifty Thousand Dollars (\$450,000.00) which will be
28 distributed to the class on a **non-reversionary** basis without the need to submit claim forms.

(First Amended Joint Stipulation Re: Class Action Settlement (“Settlement Agreement” or “Settlement”) ¶ VI(21)). Thus, the entire settlement amount will be distributed and no remaining amounts, *i.e.*, unclaimed funds, will revert back to Defendant. (*Id.* ¶ VI(23)).

II. CLASS MEMBERS

The Settlement Class is defined to include: “all current and former hourly-paid, non-exempt employees who worked for Defendant within the State of California and who were paid any shift differential, shift premium, or non-discretionary incentive wages at any time during the Class Period [July 10, 2016 through July 1, 2023].”

III. OPERATION OF THE SETTLEMENT

Pursuant to the Court’s Preliminary Approval Order, the Court conditionally certified the Classes and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed form of Notice of Class and PAGA Action Settlement (the “Class Notice”). The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith. The Class Notice was sent to all Class Members via first class mail. The notice process was timely completed.

This Court finds that the Agreement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy

FED. R. CIV. PROC. 23.

1 Certification of a settlement class is the appropriate judicial device under these
2 circumstances.

3 Good cause appearing, **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

4 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
5 Agreement.

6 2. The Court has jurisdiction over the subject matter of the litigation, Plaintiff,
7 Participating Class Members, and Defendant.

8 3. The Court finds that the dissemination of the Class Notice to the Class Members
9 by the appointed Settlement Administrator, Xpand Legal Consulting, constituted the best notice
10 practicable under the circumstances to all Class Members, and fully met the requirements of
11 California law and due process under the State and Federal Constitutions.

12 4. The Court approves the settlement of the above-captioned action, as set forth in the
13 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are
14 directed to perform in accordance with the terms set forth in the Agreement.

15 5. Except as otherwise provided in the Agreement, the Parties are to bear their own
16 costs and attorneys' fees.

17 6. With respect to the Class and for purposes of approving the Settlement only, and
18 for no other purpose, the Court finds and concludes that: (a) the members of the Class are
19 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
20 questions of law or fact common to the Class, and there is a well-defined community of interest
21 among members of the Class with respect to the subject matter of the claims in the Action; (c) the
22 claims of the Class Representative are typical of the claims of the members of the Class; (d) the
23 Class Representative has fairly and adequately protected the interests of the members of the
24 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
25 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
26 qualified to serve as counsel for Plaintiff in individual and representative capacities and for the
27 Class.

1 7. The Court approves the Settlement Agreement’s PAGA component. The PAGA
2 Group Members are defined as “all current and former hourly-paid, non-exempt employees who
3 worked for Defendant within the State of California and who were paid any shift differential, shift
4 premium, or non-discretionary incentive wages at any time during the PAGA Period [April 6,
5 2019 through July 1, 2023].”

6 8. The Total Class Action Settlement Amount shall be Four Hundred Fifty Thousand
7 Dollars and Zero cents (\$450,000.00). Defendant will pay the Total Class Action Settlement
8 Amount within thirty (30) calendar days following the Effective Date by wiring that amount (plus
9 employer-side payroll taxes) to the Settlement Administrator. Except as provided in this
10 Agreement, under no circumstances will Defendant be obligated to pay more than the amount of
11 \$450,000.00 as a result of this Settlement and except as provided by Paragraph 14 or as is
12 required by Defendant paying the employer’s share of taxes associated with the Settlement

13 9. From the Total Class Action Settlement Amount, the Administrator shall pay:

- 14 1. to Class Counsel, attorneys’ fees in the amount of \$150,000.00 and
15 reimbursement of costs in the amount of \$2,498.18;
- 16 2. to Plaintiff as his Enhancement Award, and as consideration for the
17 execution of his general release, the amount of \$10,000.00;
- 18 3. to the California Labor and Workforce Development Agency, the amount
19 of \$33,750.00, for its 75% share of PAGA Penalties
- 20 4. \$11,250.00 to the PAGA Group Members; and
- 21 5. to Xpand Legal Consulting, the amount of \$12,500.00 for its fees and costs
22 in administering the Settlement.

23 10. Each check issued to a Class Member shall remain valid and negotiable for one
24 hundred eighty (180) days from the date of issuance. Those Individual Settlement Awards and/or
25 portion of the PAGA Allocation payment not cashed by the Check Cashing Deadline shall be
26 canceled automatically, in which event the Participating Class Member and/or PAGA Group
27 Member’s check will be deemed void and the unclaimed funds shall be sent to the California
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1 State Controller's Office Unclaimed Property Fund in the name of the Participating Class
2 Member and/or PAGA Group Member to whom the funds were distributed.

3 11. The Court approves the Individual Settlement Amounts and payment of the PAGA
4 Allocation to PAGA Group Members, which shall be distributed by the Administrator pursuant to
5 the terms of the Agreement.

6 12. The Court approves the Agreement's Released Class Claims following the
7 Agreement's Effective Date and Defendant's funding of the Maximum Settlement Amount and
8 its share of employer-side payroll taxes as follows:

9 As of the date of final approval of this Stipulation, Plaintiff and Class Members (including
10 the Class Representative) release the Released Parties from the following, collectively
11 referred to as the "Released Class Claims":

12 All causes of action and factual or legal theories/allegations that were alleged in
13 the operative complaint in the Action, including but not limited to all of the
14 following claims for relief: (a) failure to provide accurate itemized wage
15 statements; (b) failure to timely pay wages during employment including overtime
16 and meal or rest premiums at the regular rate of pay; (c) failure to pay employees
17 accrued sick pay; (d) failure to timely pay wages at termination; (e) unfair, and
18 deceptive business practices based on the alleged failure to pay employees accrued
19 sick pay, overtime wages, and meal and rest period premiums at the regular rate of
20 pay; (f) any other claims or penalties under the wage and hour laws pleaded in the
21 Action or primary rights associated with such laws; and (g) all damages, penalties,
22 interest and other amounts recoverable under said causes of action under
23 California and federal law, to the extent permissible, including but not limited to
24 the California Labor Code, the applicable Wage Orders, and the California Unfair
25 Competition Law as to the facts alleged in the Action (collectively, the "Released
26 Claims"). The period of the Release shall extend to July 1, 2023. The res judicata
27 effect of the Judgment will be the same as that of the Release.
28

1 13. The Court approves the Agreement's Released PAGA Claims, defined in the
2 Agreement as:

3 As of the date of final approval of this Stipulation, Plaintiff, the PAGA Group Members
4 (including the Class Representative), and the State of California will release the Released
5 Parties from the following claims for civil penalties, collectively referred to as the
6 "Released PAGA Claims" during the PAGA Period:

7 All causes of action, claims, and/or factual or legal theories for civil penalties, both
8 potential and actual, that were alleged in the operative complaint in the Action,
9 including but not limited to all of the following claims for relief: (a) failure to
10 provide accurate itemized wage statements; (b) failure to timely pay wages during
11 employment including overtime and meal or rest premiums at the regular rate of
12 pay; (c) failure to pay employees accrued sick pay; (d) failure to timely pay wages
13 at termination; (e) any other claims or penalties under the wage and hour laws
14 pleaded in the Action or primary rights associated with such laws; and (f) all
15 damages, penalties, interest and other amounts recoverable under said causes of
16 action under California and federal law, to the extent permissible, including but
17 not limited to the California Labor Code, the applicable Wage Orders, and the
18 California Unfair Competition Law as to the facts alleged in the Action
19 (collectively, the "PAGA Released Claims"). The period of the Release shall
20 extend to July 1, 2023. The res judicata effect of the Judgment will be the same as
21 that of the Release.

22 14. All Class Members who did not opt out of the Settlement shall be bound by the
23 releases provided in the Agreement. Pursuant to the Settlement Administrator's declaration, the
24 Court finds that only one Class Member opted out, Graciela Reynoso. This Class Members shall
25 not be bound by the Released Class Claims. All other Class Members shall be bound by the
26 Released Class Claims. All PAGA Group Members shall be bound by the Released PAGA
27 Claims provided in the Agreement. The Class Representative shall be bound by the additional
28 general release provided in the Agreement.

1 15. The Court hereby enters final judgment in this case in accordance with the terms
2 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
3 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
4 over the action and the Parties, including all Participating Class Members, for purposes of
5 enforcing and interpreting this Order and the Settlement.

6 16. Pursuant to Code of Civil Procedure section 668.5, final judgment shall be entered
7 as of the filing of this Order. This judgment makes no finding of any violation of the Labor Code,
8 liability, or other wrongdoing. Nothing in this Settlement or any of its terms, the order approving
9 the Settlement, or this judgment are an admission of any liability or finding of any violation of the
10 Labor Code on the part of Defendant.

11 17. The Court sets a compliance hearing for _____ a.m./p.m.
12 on _____, 2025. The Parties shall file the
13 administrator's declaration at least fifteen (15) calendar days before the compliance hearing.

14 **IT IS SO ORDERED AND ADJUDGED.**

15 DATED: _____

Honorable Thomas S. Clark
Judge of the Superior Court