

JUN 21 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

VERONICA TAPIA and CLAUDIA
MORALES, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

HOME & BODY COMPANY, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

ELIZABETH REYES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

HOME & BODY COMPANY, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2020-01155185-CU-OE-CXC *Lead*

Assigned for all purposes to:
Hon. Lon F. Hurwitz, Dept. CX-103

**THIRD AMENDED [PROPOSED] FINAL
JUDGMENT**

Action Filed: August 13, 2020
Trial Date: Not Set

Case No.: 30-2020-01169522-CU-OE-CXC

Assigned for all purposes to:
Hon. Lon F. Hurwitz, Dept. CX-103

Action Filed: November 10, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiffs VERONICA TAPIA, CLAUDIA MORALES, and ELIZABETH REYES
3 (“Plaintiffs”) and Defendant HOME AND BODY COMPANY (“Defendant”) (Plaintiffs and Defendant
4 collectively referred to herein as the “Parties”) have reached terms of settlement of this action alleging a
5 claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698,
6 *et seq.* (“PAGA”).

7 The Parties filed a Motion with supporting and supplemental filings seeking approval of the
8 settlement, memorialized in the operative **PRIVATE ATTORNEYS GENERAL ACT SECOND**
9 **AMENDED SETTLEMENT AGREEMENT AND RELEASE** (the “Settlement”). A true copy of
10 the Settlement is filed in the Court’s Register of Actions (“ROA”) as **ROA #192, attached at Exhibit**
11 **“1”**, to the Supplemental Declaration of Jennifer L. Connor filed in support of the Motion for approval of
12 the Settlement.

13 The Court granted the Parties’ Motion. The ORDER GRANTING PLAINTIFFS’ MOTION
14 FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE
15 PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA Settlement Order”), is incorporated
16 herein in its entirety.

17 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
18 Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended
19 to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise
20 defined herein, have the same meaning as given in the Settlement Agreement executed by the parties.

21
22 **JUDGMENT**

23 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
24 entered whereby the Plaintiffs, the State of California, and the Aggrieved Employees, shall take nothing
25 from Defendant, except as expressly set forth in the Settlement, which was previously filed at ROA #
26 192, attached at Exhibit “1” to the Supplemental Declaration of Jennifer L. Connor in support of
27 Plaintiffs’ Motion, and as approved and awarded by the Court.

1 The Aggrieved Employees are:

2 All non-exempt employees who are or were employed by Defendant within the State of
3 California between July 1, 2019 and April 30, 2022.

4 Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce Development
5 Agency (the "LWDA") has been given timely notice of the Settlement in the form of the Notice of
6 Private Attorneys General Act ("PAGA") Representative Action Settlement, a copy of which is attached
7 at Exhibit "1" hereto, and is therefore bound by this Judgment.

8 PAGA claims are released as follows:

9 The Parties agree and acknowledge that, to the maximum extent permitted by law, the
10 final judgment entered pursuant to this settlement will bind all those who would be
11 bound by a judgment if the action had been brought by the LWDA, including Plaintiffs,
12 the LWDA, and the Aggrieved Employees, with respect to the recovery of civil
13 penalties under the California Private Attorneys General Act, California Labor Code §
14 2698, et. seq. only, against the "Released Parties". It is expressly understood and
15 agreed that this settlement only includes a full release of the PAGA claim for violations
16 of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 233, 246, 246.5, 510, 512,
17 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, as well
18 as the applicable provisions of the Industrial Wage Orders, and any other PAGA
19 violations that have been asserted in the action in the Complaints and/or PAGA Notice,
20 including all PAGA claims stated expressly or by implication in any of the Notices filed
21 with the LWDA, attached as Exhibit A [to the Settlement] (all of the foregoing are
22 collectively referred to as Plaintiffs' "Representative PAGA Claims"). With the
23 exception of Plaintiffs, this settlement shall not impact Aggrieved Employees' ability to
24 assert claims other than PAGA claims arising from the alleged foregoing violations of
25 the Labor Code.¹

26 The Aggrieved Employees release the Representative PAGA Claims pursuant to the terms of the
27 Settlement.

28 Plaintiffs release the Representative PAGA Claims and all individual claims pursuant to the
terms of the Settlement.

All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
Settlement Order, and this Judgment.

Based on a settlement administration timeline that includes two separate installment payments
plus 180 days to negotiate settlement checks, the reporting of compliance will be made at the final

¹ The effective date ("Effective Date") of this Agreement shall mean the date the Court approves the Settlement.

1 accounting hearing set for July 12, 2024 at 1:30 p.m. in Department CX103 with a declaration
2 regarding distribution of the settlement funds to be submitted nine (9) court days prior to the final
3 accounting hearing.

4 Within ten (10) calendar days of entry of this Judgment, Plaintiffs shall submit a copy of this
5 Judgment to the LWDA pursuant to section 2699(l)(3) of the Labor Code.

6 Nothing in this Judgment or the Settlement will be construed as an admission or concession by
7 any party.

8 Based on the foregoing and in accordance with the Settlement, each side is to bear its own costs
9 and attorneys' fees, except as provided by the Settlement Agreement and the PAGA Settlement Order.

10 Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction pursuant to
11 California Code of Civil Procedure section 664.6 over this action for purposes of supervising,
12 administering, implementing, interpreting and enforcing this Judgment, as well as the Settlement.

13
14 **JUDGMENT IS ENTERED ACCORDINGLY.**

15 JUN 21 2023

16 Dated: _____

17 
18 _____
19 Hon. Lon F. Hurwitz
20 ORANGE COUNTY SUPERIOR COURT JUDGE
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Exhibit “1”

**NOTICE OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) REPRESENTATIVE ACTION
SETTLEMENT**

Tapia, et al. v. Home and Body Company, Orange County Superior Court Case No. 30-2020-01155185-CU-OE-CXC

Reyes v. Home and Body Company, Orange County Superior Court Case No. 30-2020-01169522-CU-OE-CXC

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE BY DEFENDANT HOME and BODY COMPANY ("DEFENDANT") DURING THE PAGA PERIOD (JULY 1, 2019 through APRIL 30, 2022), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the "Settlement") has been reached in the lawsuits entitled *Tapia, et al. v. Home and Body Company*, Orange County Superior Court Case No. 30-2020-01155185-CU-OE-CXC and *Reyes v. Home and Body Company*, Orange County Superior Court Case No. 30-2020-01169522-CU-OE-CXC (the "Actions"), asserting claims under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* ("PAGA"). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the Actions.

Who is affected by this proposed Settlement?

The Court has designated, for settlement purposes only, the following persons as "Aggrieved Employees":

All non-exempt employees employed by Defendant in California at any time during the PAGA Period (the "PAGA Period" refers to the period from July 1, 2019 through April 30, 2022).

According to Defendant's records, you are one of the Aggrieved Employees.

What is this case about?

In the Actions, Plaintiffs Veronica Tapia, Claudia Morales and Elizabeth Reyes asserted claims that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 ("PAGA") [Lab. Code § 2699, *et seq.*].

Defendant denied all liability and was confident that it had strong legal and factual defenses to these claims, but Defendant recognized the risks, distractions, and costs associated with continued litigation.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendant (the "Parties"), through their attorneys and is not an admission of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses but did approve the Settlement.

What are the Settlement terms?

Defendant will pay \$432,000 (the "Gross Settlement Amount") for: (a) payment of \$192,058.12 to the Labor and Workforce Development Agency ("LWDA") as its 75% share of PAGA penalties; (b) payment of \$64,019.37 to Aggrieved Employees as their 25% share of PAGA penalties, (c) payment of attorney's fees of \$144,000 and litigation costs of \$17,702.51; and, (d) payment of administration costs of \$14,220.00 to the Settlement Administrator.

By operation of the Settlement's terms, all Aggrieved Employees will release Defendant and their owners, shareholders, members, parent corporations or entities, sister corporations or entities, related and/or affiliated entities, subsidiaries, divisions, investors, partners, general partners, limited partners, directors, officers, employees, managers, supervisors, assigns, heirs, beneficiaries, predecessors, successors, attorneys, agents, and representatives, and all others related to them, and each of them (collectively, the "Released Parties") from the PAGA claims for civil penalties based on alleged violations of California Labor Code violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, as well as the applicable provisions of the Industrial Wage Orders (the "Released Claims").

The settlement payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required. Your share was calculated based on the number of pay periods you worked during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller's Unclaimed Property division, in the name of the Aggrieved Employee.

The Settlement includes a release of PAGA claims asserted in the Action.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.