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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10
11 JOHNNY CARPENTER, individually and as
a private attorney general,

12 Plaintiff,

13 vs.
14

15 BRAD AND ZOE INC., a California
corporation,

16 Defendant.
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Case No.: 30-2021-01177633-CU-OE-CXC

*Assigned for all purposes to Hon. Peter Wilson,
Dept. CX-102*

**ORDER GRANTING PLAINTIFF'S
MOTION FOR ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

Hearing Date: April 21, 2022
Hearing Time: 2:00 p.m.
Department: CX-102

Complaint Filed: January 5, 2021
Trial Date: None Set

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22 **ORDER**

23 Having reviewed and considered Plaintiff's Motion for Order Approving Settlement
24 Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and
25 good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED AS
26 FOLLOWS:
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1 1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release
2 of claims provided for in the Parties' Settlement Agreement ("Settlement Agreement," or
3 "Settlement"), attached as Exhibit A to this Order.

4 2. Final judgment is hereby entered in conformity with the Settlement. All terms used
5 herein shall have the same meaning as defined in the Settlement Agreement.

6 3. This Court has jurisdiction over the subject matter of this Action, and over all
7 Parties to this Action, including Plaintiff Johnny Carpenter ("Plaintiff"), the State of California,
8 and all Aggrieved Employees, defined as all current and former non-exempt employees of
9 PinkBlush in California who worked at any time during the "PAGA Period" (November 1, 2019
10 through April 21, 2022).

11 4. The Court designates Phoenix Settlement Administrators as the third-party
12 Settlement Administrator ("the Settlement Administrator") for mailing the Aggrieved Employees
13 cover letters, distribution of the Gross Settlement Amount, and other duties set forth in the
14 Settlement.

15 5. Within ten (10) business days after entry of an order approving the Settlement,
16 Defendant Brad and Zoe, Inc., dba PinkBlush Maternity ("Defendant") will provide the Settlement
17 Administrator with information for Aggrieved Employees, including each Aggrieved Employee's
18 full name, last known mailing address, social security number, and number of pay periods worked
19 during the PAGA Period.

20 6. Within sixty-one (61) calendar days after the Effective Date, Defendant is hereby
21 ordered to deposit the Gross Settlement Amount of Three Hundred Thirty-Five Thousand Dollars
22 and No Cents (\$335,000.00) with the Settlement Administrator.

23 7. Within twenty-one (21) calendar days of the funding of the Settlement, the
24 Settlement Administrator shall distribute the Gross Settlement Amount as provided in the
25 Settlement and set forth below:

- 26 a. One Hundred Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
27 (\$111,666.66) to Plaintiff's Counsel for attorneys' fees, which is one-third (1/3) of the
28 Gross Settlement Amount, and attorneys' costs in the amount of Fourteen Thousand
 Three Hundred Fifty-Four Dollars and Zero Cents (\$14,354.00), from the Gross

1 Settlement Amount as final payment for and complete satisfaction of any and all
2 attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to the
3 Action;

- 4 b. Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Johnny Carpenter
5 from the Gross Settlement Amount, for a release of his individual claims;
- 6 c. Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$2,750.00) to the
7 Settlement Administrator, Phoenix Settlement Administrators, from the Gross
8 Settlement Amount for administration expenses incurred by the Settlement
9 Administrator ("Settlement Administration Costs"); and
- 10 d. The Net Settlement Amount remaining after the deduction of Plaintiff's Individual
11 Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement
12 Administration Costs (\$191,229.34), shall be distributed to the California Labor and
13 Workforce Development Agency ("LWDA") and Aggrieved Employees. 75% of the
14 Net Settlement Amount (\$143,422.01) shall be distributed to the LWDA. 25% of the
15 Net Settlement Amount (\$47,807.33) shall be distributed to the Aggrieved Employees
16 on a *pro rata* basis based on the number of pay periods worked by each Aggrieved
17 Employee during the PAGA Period. The Settlement Administrator shall mail each
18 Aggrieved Employee their Individual PAGA Payment check along with the Notice
19 attached to the Settlement as Exhibit A.

20 8. All checks to Aggrieved Employees shall remain valid and negotiable for 90 days
21 from the date of their issuance. If any checks are not cashed within 90 days of mailing, those funds
22 shall be transmitted to the Controller of the State of California to be held pursuant to the
23 Unclaimed Property Law, California Code of Civil Procedure § 1500, et seq. in the names of those
24 Aggrieved Employees who did not cash their checks until such time they claim their property.

25 9. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, the
26 LWDA, and the State of California, release Defendant Brad and Zoe, Inc., dba PinkBlush
27 Maternity and its former, present and future owners, parents, and subsidiaries, and all of their
28 current, former and future officers, directors, members, managers, partners, shareholders, joint
venturers, successors, assigns, accountants, insurers, or legal representatives ("Released Parties")

1 from all claims, rights, demands and liabilities for civil penalties brought under the PAGA, based
2 upon the factual allegations and theories alleged by Plaintiff in the Action, asserted in the
3 Operative Complaint, for alleged violations of the California Labor Code sections 201, 202, 203,
4 204, 226(a), 226.3, 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198 and the
5 Industrial Welfare Commission Wage Orders ("IWC Wage Order") including inter alia, IWC
6 Wage Order No. 1 and/or IWC Wage Order No. 4, including failure to pay employees for all time
7 worked at the correct rates of pay, including minimum wages, straight time wages, and overtime
8 wages (including any work off-the-clock), failure to provide compliant meal and rest breaks,
9 failure to pay employees all premium wages owed for short, late or missed meal and rest periods,
10 failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the
11 times permissible under Labor Code section 204; failure to provide complete and accurate wage
12 statements; failure to keep complete and accurate payroll records; failure to pay vacation time;
13 failure to pay sick time; and retaliation ("PAGA Released Claims"), during the PAGA Period
defined as the time period from November 1, 2019 through April 21, 2022.

14 10. The Court finds that Plaintiff gave notice to the LWDA and to Defendant of his
15 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal
16 theories alleged in the Complaint, that the LWDA did not give notice that it intended to investigate
17 these claims within 65 days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized
18 to pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice
19 of this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor
20 Code section 2699(l)(2), and that the LWDA has not expressed any objection to the proposed
21 settlement.

22 11. Plaintiff's Counsel is directed to submit a copy of this Order and Judgment to the
23 California Labor and Workforce Development Agency within ten (10) calendar days of entry of
24 the Judgment.

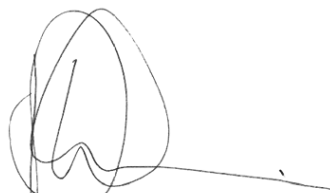
25 12. Without affecting the finality of this Order and Judgment, the Court shall retain
26 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
27 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
28 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies

1 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
2 Agreement shall be presented to the Court for resolution.

3 13. The Court sets a hearing for Final Accounting on November 18, 2022 at 9:00 a.m.
4 in the above Department. Plaintiff must submit to the Court a final report at least 5 court days
5 prior to the hearing for Final Accounting including the actual amounts paid to aggrieved
6 employees and the other amounts distributed under the settlement, including uncashed checks.

7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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10 DATED: May 2, 2022

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13 PETER J. WILSON
14 JUDGE OF THE SUPERIOR COURT
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