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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE**

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated; THOMAS JOHNS,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RIC1902873

Honorable Craig G. Riemer
Department 1

CLASS ACTION

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

Date: November 16, 2021
Time: 8:30 a.m.
Department: 1

Complaint Filed: May 10, 2019
FAC Filed: March 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable Craig G. Riemer in Department 1 of the above-
2 entitled Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California
3 92501, on Plaintiffs Jose Saldana and Thomas Johns' ("Plaintiffs") Motion for Final Approval of
4 Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Awards ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and CDF Labor Law LLP
6 appeared on behalf of Defendant International E-Z Up Inc. ("Defendant").

7 On August 10, 2021, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the First Amended Joint Stipulation of
10 Class and PAGA Settlement and Release, which is attached as "EXHIBIT 1" to the Declaration of
11 Edwin Aiwarzian in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class
12 Action Settlement filed on July 8, 2021. On October 21, 2021, pursuant to the Court's direction,
13 the parties executed Amendment No. 1 to First Amended Joint Stipulation of Class and PAGA
14 Settlement and Release, attached as "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in
15 Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
16 Costs, and Enhancement Awards. The First Amended Joint Stipulation of Class and PAGA
17 Settlement and Release and Amendment No. 1 to First Amended Joint Stipulation of Class and
18 PAGA Settlement and Release are together referred to as the "Settlement," "Agreement," or
19 "Settlement Agreement," which, together with the exhibits attached thereto, set forth the terms and
20 conditions for settlement of the Action.

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

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

- 24 1. All terms used herein shall have the same meaning as defined in the Settlement
25 Agreement and the Preliminary Approval Order.
- 26 2. This Court has jurisdiction over the claims of the Class Members asserted in this
27 proceeding and over all parties to the Action.
- 28

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

6 All hourly-paid or non-exempt employees who worked for Defendant within
7 the State of California at any time during the time period from May 10, 2015
8 until May 8, 2020 (“Class” or “Class Members”).

9 4. The Notice Packet, comprised of the Notice of Proposed Class Action Settlement
10 (“Class Notice”), Exclusion Form, and Objection Form, that was provided to the Class Members,
11 fully and accurately informed the Class Members of all material elements of the Settlement and of
12 their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the
13 Settlement as it pertains to the settlement of claims that do not arise under the Private Attorneys
14 General Act of 2004, California Labor Code §§ 2698, *et seq.* (“Class Settlement”); was the best
15 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
16 Members; and complied fully with the laws of the State of California, the United States
17 Constitution, due process and other applicable law. The Notice Packet fairly and adequately
18 described the Settlement and provided the Class Members with adequate instructions and a variety
19 of means to obtain additional information.

20 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
21 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
22 specifically, the Court finds that the Settlement was reached following meaningful discovery and
23 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
24 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
25 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
26 Court has considered all of the evidence presented, including evidence regarding the strength of
27 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
28 further litigation; the amount offered in the Settlement; the extent of investigation and discovery

completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who did not submit timely and valid Opt-Out Requests (“Settlement Class Members”) are bound by this Final Approval Order and Judgment.

7. The Court finds that Class Members, Kimberly Bergman and Reilly Hirsch, have timely and validly opted out of the Class Settlement and will not be bound by this Final Approval Order and Judgment as it pertains to the Class Settlement.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$9,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

9. The Court finds that the Enhancement Awards sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Jose Saldana and \$5,000.00 to Plaintiff Thomas Johns for their Enhancement Awards, according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the allocation of \$75,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Settlement Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Settlement Amount as follows: the amount of \$56,250.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$18,750.00 to be

distributed to Aggrieved Employees ("Net PAGA Payment"), according to the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that the request for attorneys' fees in the amount of \$332,500.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$332,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$28,131.51 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$28,131.51 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

14. It is hereby ordered that Defendant will pay the Gross Settlement Fund to the Settlement Administrator, who shall segregate and secure such funds in an interest-bearing account with all interest accruing for the benefit of Defendant, no later than ten (10) calendar days after the Court grants final approval of the Settlement, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that the Settlement Administrator shall prepare and mail the Individual Settlement Payment checks to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees, minus applicable withholdings, no later than ten (10) calendar days after the Effective Date, according to the methodology and terms set forth in the Settlement Agreement. It is hereby ordered than any envelope transmitting a Settlement check to a Class

1 Member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS
2 ENCLOSED.”

3 16. It is hereby ordered that any and all settlement checks issued shall be valid and
4 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued. It
5 is hereby ordered that the Settlement Administrator shall mail a reminder postcard to any
6 Settlement Class Member or Aggrieved Employee whose Settlement check has not been
7 negotiated within sixty (60) calendar days after the date of the mailing.

8 17. It is hereby ordered that if (i) any of the Settlement Class Members or Aggrieved
9 Employees are current employees of the Defendant, (ii) the distribution mailed to those employees
10 is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
11 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
12 arrange with the Defendant to have those distributions delivered to the employees at their place of
13 employment.

14 18. It is hereby ordered that the funds associated with an Individual Settlement Payment
15 check or Individual PAGA Payment check that is undeliverable or not been cashed, deposited, or
16 otherwise negotiated within one hundred and eighty (180) days after the date listed on the check,
17 the check will be cancelled and associated funds shall be distributed to California Rural Legal
18 Assistance, Inc., a *cy pres* recipient pursuant to *Code of Civil Procedure* section 384 (as amended
19 effective January 1, 2019), located at 1430 Franklin Street, Suite 103, Oakland, California 94612.

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

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1 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
3 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
4 Order and Judgment. Individualized notice is not required.

5 **IT IS SO ORDERED.**

6 Dated: _____

HONORABLE CRAIG G. RIEMER
JUDGE OF THE SUPERIOR COURT