

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Settlement Class Members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NEQUASHA POTTS individually, and on
behalf of other members of the general public
similarly situated; MARQUIS BERRY,
individually, and on behalf of other members
of the general public similarly situated;
TATIANA BENJAMIN individually, and on
behalf of members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act.
;

Plaintiffs,

vs.

DOLLS KILL, INC., an unknown business
entity; TRINET GROUP, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC19580228

Honorable Ethan P. Schulman
Department 302

CLASS ACTION

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

Date: July 1, 2021
Time: 9:30 a.m.
Department: 302

Complaint Filed: October 23, 2019
FAC Filed: February 22, 2021
Trial Date: None Set

1 This matter has come before the Honorable Ethan P. Schulman in Department 302 of the
2 above-entitled Court, located at San Francisco County Superior Court, 400 McAllister Street,
3 San Francisco, California 94102, on Plaintiffs Nequasha Potts, Marquis Berry, and Tatiana
4 Benjamin's (together, "Plaintiffs") Motion for Final Approval of Class Action Settlement,
5 Attorneys' Fees, Costs, and Enhancement Payments ("Motion for Final Approval"). Lawyers for
6 Justice, PC appeared on behalf of Plaintiffs, and Fisher & Phillips LLP appeared on behalf of
7 Defendants Dolls Kill, Inc. and Trinet HR III-A, Inc. ("Defendants").

8 On February 22, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class and PAGA
11 Settlement and Amendment No. 1 to Stipulation of Class and PAGA Settlement (together,
12 "Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
13 annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

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

26 All current and former hourly-paid or non-exempt employees who were employed
27 by Dolls Kill, Inc. within the State of California during the time period from
28 October 23, 2015 to October 1, 2020. ("Settlement Class" or "Settlement Class
Members").

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

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

24 6. A full opportunity has been afforded to the Settlement Class Members to participate
25 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be
26 heard have been heard. The Settlement Class Members also have had a full and fair opportunity
27 to exclude themselves from the Settlement. Accordingly, the Court determines that all Settlement
28

1 Class Members who did not timely and validly opt out of the Settlement (“Participating Class
2 Members”) are bound by this Final Approval Order and Judgment.

3 7. The Court finds that payment of Administration Costs in the amount of \$10,000.00
4 is appropriate for the services performed and costs incurred and to be incurred for the notice and
5 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
6 Settlement Administrators, shall issue payment to itself in the amount of \$10,000.00, in accordance
7 with the terms and methodology set forth in Settlement Agreement.

8 8. The Court finds that the Enhancement Payments sought are fair and reasonable for
9 the work performed by Plaintiffs on behalf of the Settlement Class Members. It is hereby ordered
10 that the Settlement Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs
11 Nequasha Potts, Marquis Berry, and Tatiana Benjamin for their Enhancement Payments, according
12 to the terms and methodology set forth in the Settlement Agreement.

13 9. The Court finds that the allocation of \$75,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA penalties”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 penalties as follows: the amount of \$56,250.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$18,750.00 to be included in the Net Settlement Amount
18 for distribution to Participating Class Members, according to the terms and methodology set forth
19 in the Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$140,000.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$140,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$15,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$15,000.00 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

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

6 13. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount into
7 an account established by the Settlement Administrator within fifteen (15) business days of the
8 Effective Date, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to the Participating Class Members within thirty (30) business days of the
12 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

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

18 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
20 Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days after
21 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

22 Dated: _____

HONORABLE
JUDGE OF THE SUPERIOR COURT