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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 09 2022

BY 
JESSICA MORALES, DEPUTY

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN BERNARDINO
11

12 JOSE RUIZ, individually, and on behalf of other
13 members of the general public similarly situated,

14 Plaintiff,

15 vs.

16 DISNEY STORE USA, LLC, a Delaware
17 limited liability company; DISNEY
WORLDWIDE SERVICES, INC., a Florida
corporation; and DOES 1 through 10, inclusive,

18 Defendants.
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Case No.: CIVDS2016983

Assigned to the Hon. David Cohn

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE SERVICE PAYMENT;
AND JUDGMENT**

Date: November 9, 2022

Time: 10:00 a.m.

Place: Department S26

Complaint Filed: July 31, 2020

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1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other of the
20 Class Members' Released Parties, nor is this Order a finding of the validity of any allegations or of any
21 wrongdoing by Defendant or any of the other Class Members' Released Parties. Neither this Order, the
22 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
24 omission, concession, waiver of defenses, or liability whatsoever by or against Defendant or any of the
25 other Released Parties.

26 10. With the exception of the five individuals who opted out, final approval shall be with
27 respect to: All current and former non-exempt (hourly-paid) employees who were employed by Disney
28 Store USA, LLC in the State of California from July 31, 2016 through June 28, 2022 ("Participating

Class Members”).

11. Plaintiff Jose Ruiz is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff’s investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that his interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Service Payment of \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all claims arising out of his employment with Defendant.

13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA Members.

15. The Court hereby awards \$666,667 in attorneys’ fees and \$20,852 in costs and expenses to Capstone Law APC. The Court finds that the requested award of attorneys’ fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys’ fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair and reasonable.

16. The Court approves settlement administration costs and expenses in the amount of \$23,500 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court’s Order

shall be forever binding on all Participating Class Members, and the Judgment entered hereon shall constitute res judicata and collateral estoppel with respect to any and all such prior, current, or future released claims of all Participating Class Members other than the five Class Members who opted-out. Specifically, upon entry of this Order and final Judgment, these Participating Class Members will be deemed to have fully released and forever discharged Defendant and the other Class Members' Released Parties from:

Any and all claims, rights, demands, liabilities of every nature and description alleged or which could reasonably have been alleged based upon the factual allegations in the Lawsuit (and all amendments thereto), and specifically, all claims for: (a) failure to pay wages, including unpaid minimum wages and overtime premium pay, for all hours worked (such as time spent waiting and/or undergoing exit inspections and/or bag checks); (b) failure to provide meal and/or rest periods in accordance with applicable law, including payments for non-compliant meal and/or rest periods; (c) failure to pay reporting time pay; (d) failure to timely pay wages, both during employment and upon termination and/or resignation of employment; (e) failure to provide accurate itemized wage statements and maintain accurate payroll records; (f) failure to reimburse necessary business expenses; (g) forced patronage; (h) failure to provide suitable seating; and (i) civil and statutory penalties, including those recoverable under the PAGA ("Class Members' Released Claims"), arising during the period from July 31, 2016 to the date of final approval of this Settlement. The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes alleged or could reasonably have been alleged based upon the factual allegations in the Lawsuit, including without limitation California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 256, 450, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.5, 1197, 1197.1, 1198, 2802 and PAGA; the California Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq.; California Civil Procedure Code § 1021.5; and any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations, as alleged in the Lawsuit, specifically including provisions governing reporting time pay and suitable seating.

18. Judgment in this matter is entered in accordance with the above findings and this Order granting final approval of the Settlement. If the settlement does not become final and effective in accordance with the terms of the Settlement Agreement, then this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered, including but not limited to all releases delivered in connection herewith, shall be null and void.

19. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

20. This document shall constitute a judgment (and separate document constituting said

1 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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

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5 Dated: _____

11/9/20

6 Hon. David Cohn

7 San Bernardino County Superior Court Judge