

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com

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

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JASON KINGSLEY, individually, and on
behalf of other members of the general public
similarly situated,
Plaintiffs,

vs.

IKEA US RETAIL LLC, a Virginia Limited
Liability Company; IKEA US WEST, an
unknown business entity; IKEA NORTH
AMERICA SERVICES, LLC, an unknown
business entity; IKEA DISTRIBUTION
SERVICES INC.; an unknown business
entity; and DOES 1 through 100, inclusive,
Defendants.

Case No. 24CV089765

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Michael Markman
Dept: 23
Date: August 14, 2025
Time: 10:00 a.m.

Complaint Filed: August 30, 2024
Trial Date: None

1 The Motion for Final Approval of Class Action Settlement (“Motion”) filed by Plaintiff
2 Jason Kingsley and Class Representatives Kyree Wilson and Rhonda Guerrero (together,
3 “Plaintiffs”) came on regularly for hearing before this Court on August 14, 2025 at 10:00 a.m.
4 The Court, having considered the Settlement,¹ the Motion, as well as the Memorandum of Points
5 and Authorities in support thereof, supporting Declarations, all supporting documents attached
6 therein, and any argument presented at the hearing on the Motion.

7 Based on the documents filed, arguments presented at the hearings, and good cause
8 appearing, the Court HEREBY ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. This Order incorporates by reference the parties’ Settlement and all defined terms
11 herein shall have the same meaning as set forth in the Settlement.

12 2. This Court has continuing jurisdiction over the subject matter of this Action and
13 over all Parties to this Action, including all Class Members, until the Settlement is fully
14 administered. *See* Cal. R. Ct. 3.769(h).

15 3. The Class is certified for settlement purposes only as to the following Class
16 Members: all current and former hourly-paid or non-exempt employees who worked for any of
17 the Defendants (IKEA North America Services, LLC, IKEA US Retail, LLC, IKEA US West,
18 and IKEA Distribution Services, Inc.) within the State of California at any time during the Class
19 Period (August 24, 2016 through January 31, 2023).

20 4. For purposes of the Settlement, the Court appoints Kyree Wilson, Rhonda
21 Guerrero, and Jason Kingsley as the Class Representatives.

22 5. For purposes of the Settlement, the Court appoints Schneider Wallace Cottrell Kim
23 LLP, Lawyers for Justice, PC, and James Hawkins APLC, as Class Counsel.

24 6. The Court finds that distribution of the Class Notice has been completed in
25 conformity with the Preliminary Approval Order, including individual notice to all Class
26 Members who could be identified through reasonable effort, and the best notice practicable under
27

28 ¹ The “Settlement” refers to the Agreement Re: Global Class Action and PAGA Settlement (attached as Exhibit 1 to
29 the Corrected Declaration of Carolyn Cottrell in Support of Plaintiff’s Motion for Preliminary Approval of Class
30 Action Settlement, filed December 11, 2024), and all amendments, including Amendment No. 1 (attached as Exhibit
31 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
Settlement, filed April 10, 2025), and Amendment No. 2 (attached as Exhibit A to the Proposed Order Granting
Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed April 24, 2025).

1 the circumstances. The Class Notice provided due and adequate notice of the proceedings and of
2 the matters set forth therein, including the Settlement, to all persons entitled to the Notice, and
3 the Notice and its distribution fully satisfied the requirements of due process.

4 7. The Court finds that zero Class Members objected to the Settlement and zero Class
5 Members have requested exclusion from the Settlement.

6 8. The Court hereby finds that the Settlement is fair, reasonable, and adequate and
7 that the Class Representatives have satisfied the standards and applicable requirements for final
8 approval of this class action and PAGA settlement under California law, including the provisions
9 of California Code of Civil Procedure § 382.

10 9. The Court finds that the Settlement has been reached as a result of intensive,
11 serious and non-collusive arm's-length negotiations. The Court further finds that the parties have
12 conducted extensive investigation and research, and counsel for the parties are able to reasonably
13 evaluate their respective positions. The Court also finds that Settlement will avoid additional
14 substantial costs, as well as avoid the delay and risks that would be presented by the further
15 prosecution of the action. The Court has reviewed the benefits that are being granted as part of
16 the Settlement and recognizes the significant value to the Class Members and Aggrieved
17 Employees.

18 10. The Court hereby approves the Settlement and directs the Parties to effectuate the
19 Settlement according to its terms.

20 11. Upon Effective Date, each and every Released Class Claim and Release PAGA
21 Claims is and shall be deemed to be conclusively released as against the Released Parties.

22 12. The Court hereby finds the individual settlement payments provided for under the
23 Settlement and the Notice to be fair and reasonable in light of all the circumstances. The Court,
24 therefore, orders the calculations and the payments to be made and administered in accordance
25 with the terms of the Settlement and the Notice.

26 13. The Court hereby approves and orders payment in the amount of \$150,000.00 from
27 the Total Class Action Settlement Amount for the PAGA claims, \$112,500.00 of which is payable
28 to the California Labor and Workforce Development Agency ("LWDA"), and \$37,500.00 of
29 which will be distributed to the PAGA Group Members on a pro rata basis, as set forth in the
30 Settlement.

14. The Court hereby approves and orders the Enhancement Awards to each of the Class Representatives, in the amount of \$10,000.00 each to Kyree Wilson, Rhonda Guerrero, and Jason Kingsley, from the Total Class Action Settlement Amount for their efforts on behalf of the Class Members.

15. Pursuant to the terms of the Settlement and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$916,666.67, and litigation expenses in the amount of \$30,000.00, from the Total Class Action Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$75,000.00.

17. The Parties shall implement the Settlement according to its terms.

18. The Court hereby enters Judgment in the entire action as of the filing date of this Final Approval Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

19. The Court approves the following implementation schedule:

EVENT	DEADLINE
Effective Date	Date on which all of the following events have occurred: (a) The Agreement has been executed by all Parties, Class Counsel, and Defendants' Counsel; (b) The Court has granted preliminary approval to the Settlement; (c) The Court has held a Final Approval Hearing and has granted final approval to the Settlement; and (d) In the event that objections are presented at the Final Approval Hearing either in writing or through personal attendance, upon the later of: (i) The

	date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (ii) The date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (iii) If no appeal is filed, the expiration date for filing any appeal from the Judgment. (e) In the event that no objections are presented at or before to the Final Approval Hearing, or that any filed written objections are withdrawn prior to the Final Approval Hearing, the Court's Judgment shall become final when the conditions set forth in subparagraphs (a) through (c) have been fulfilled. <i>See Agreement Re: Global Class Action and PAGA Settlement (attached as Exhibit 1 to the Corrected Declaration of Carolyn Cottrell in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed December 11, 2024) ("Original Settlement Agreement"), ¶7.</i>
Deadline for Defendants to deposit Total Class Action Settlement Amount with the Settlement Administrator	Thirty (30) calendar days after the Effective Date (Original Settlement Agreement, ¶19)
Administrator shall provide payments to Class Counsel, the LWDA, PAGA Members, Class Members, Plaintiffs and itself	Within ten (10) calendar days after Defendants' transfer of funds (Original Settlement Agreement, ¶22(j)-(m))
Check-cashing deadline	One hundred and eighty (180) days after checks' issuance (Original Settlement Agreement, ¶1(c))
If the total residual amount is \$75,000 or greater, a second distribution will occur to those Participating Class Members who cashed their checks for their Individual Settlement Amounts. If the total residual amount is less than \$75,000, then the amount will revert to cy pres.	<i>See Amendment No. 2 (attached as Exhibit A to the Proposed Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed April 24, 2025).</i>

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2025

HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT