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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PATRICIA MEJIA DE GONZALEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GOLDEN BOLT, LLC, a California limited
liability company; GOLDEN HIPPO
HOLDCO INC., a California corporation;
WHOLE BODY RESEARCH, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV02962

[Assigned for All Purposes to Hon. Mark v. Mooney]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT UNDER
THE PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: March 21, 2022

Time: 8:30 a.m.

Dept.: 68

Reservation ID: 347870944658

Complaint Filed: January 25, 2021

1 This matter came on regularly for hearing before this Court on March 21, 2022, at 8:30 a.m.
2 Having considered the parties' PAGA Settlement Agreement ("Settlement"), the documents and
3 evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
4 in this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate
6 nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties,
7 the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code § 2699(1).
8 Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval
9 of Claims Brought under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs,
10 and Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former hourly, non-exempt employees of Defendant Golden Bolt LLC
13 who worked in California at any time from November 20, 2019 through the date the
14 Court grants approval of the Settlement.

15 2. The "PAGA Period" means the time period from November 20, 2019 through the date
16 the Court grants approval of the Settlement.

17 3. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
18 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
19 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any
20 wrong doing by the Defendant, or any of the other Released Parties. Entering into or carrying out the
21 Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as, or
22 deemed evidence of, an admission or concession as to Defendants' denials or defenses and shall not be
23 offered or received in evidence in any action or proceeding against any party hereto in any court,
24 administrative agency or other tribunal for any purpose whatsoever, except as evidence of the
25 Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided, however,
26 that this Order and the Settlement Agreement may be filed in any action against or by Defendant or the
27 Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
28

1 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
2 issue preclusion or similar defense or counterclaim.

3 4. The Court hereby approves the Settlement as set forth in the Settlement as fair,
4 reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of
5 the Settlement.

6 5. Per the Settlement Agreement being approved herein, Defendant Golden Bolt LLC
7 (“Golden Bolt” or “Defendant”) shall deposit the Gross Settlement Amount of One Hundred Thousand
8 Dollars and No Cents (\$100,000.00) to the Settlement Administrator within thirty (30) calendar days
9 after the Court grants approval of the Settlement. However, if the Settlement Administrator determines
10 that the Escalator Clause in Section III.4 of the Settlement has been triggered, Defendant is ordered to
11 deposit with the Settlement Administrator the increased Gross Settlement Amount as required and
12 calculated pursuant to the Escalator Clause in Section III.3 of the Settlement, or the PAGA Period shall
13 end on the date that the pay period count reaches 15% above 2,700 periods, whichever Defendant
14 elects. Specifically, the Escalator Clause in Section III.4 of the Settlement provides that there are
15 approximately 2,700 pay periods worked by the Aggrieved Employees during the period from
16 November 20, 2019 through January 10, 2022. If the actual number of pay periods worked during the
17 PAGA Period by the Aggrieved Employees increases by more than ten percent (15%) greater than this
18 figure, Defendant agrees to either (a) increase the Gross Settlement Amount on a proportional basis
19 (i.e., if there was a 20% increase in the number of pay periods worked by aggrieved employees during
20 the PAGA Period, Defendant would increase the Gross Settlement Amount by 5%) or (b) revise the
21 end date of the PAGA period to the date that the pay periods increased more than 15% greater than this
22 2,700 pay periods figure.

23 6. Defendants will not be required to pay any additional amounts in connection with the
24 Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

25 7. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and
26 Release of Claims attached to the Settlement as Exhibit A.

27 8. The Court hereby appoints Simpluris as Settlement Administrator.

1 9. Within ten (10) business days after the Court signs this Order, Defendant shall provide,
2 pursuant to and subject to a protective order to be entered by the Parties and the Court in this Action,
3 the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith
4 compile from its records a list of Aggrieved Employees that will be in a computer-readable format,
5 such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last
6 known mailing address, total pay periods worked, and Social Security numbers. The list shall also
7 include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

8 10. Within seven (7) business days of receiving the Aggrieved Employees' information
9 from Defendant, the Settlement Administrator will circulate to counsel for all Parties an anonymized
10 spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data
11 used to calculate said payments. The Settlement Administrator shall also determine whether the
12 Escalator Clause in Section III.4 of the Settlement has been triggered. The Settlement Administrator
13 shall obtain approval from all counsel for all Parties of the calculations before mailing Individual
14 Settlement Payments. Sixty-one (61) days after the Court signs this Order and Judgment (and assuming
15 no appeal is filed), Simpluris is directed to mail the Individual Settlement Payments and the Notice of
16 Settlement to the Aggrieved Employees.

17 11. The Court finds that attorneys' fees in the total amount of \$33,333.33¹ to Lidman Law,
18 APC and Haines Law Group, APC (collectively, "Plaintiff's Counsel"), and reimbursement of
19 litigation costs of \$9,449.64 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that
20 the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the
21 Settlement. Sixty-one (61) days after the Court signs this Order and Judgment (and assuming no appeal
22 is filed), Simpluris is directed to distribute to Plaintiff's counsel the Court-approved attorneys' fees
23 and costs.

24 12. The Court orders that the Settlement Administrator shall be paid \$3,000.00 for all of its
25 work done and to be done until the completion of this matter and finds that sum appropriate.

26
27 ¹ If the Gross Settlement Amount increases due to the triggering of the Escalator Clause in Section III.4 of the
28 Settlement, the amount of attorneys' fees awarded to Plaintiff's counsel shall increase commensurately.

13. The Court finds that enhancement award of \$5,000.00 to Plaintiff Patricia Mejia De Gonzalez, is fair and reasonable in recognition of the unique contributions she has made and the risks she undertook on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement. Sixty-one (61) days after the Court signs this Order and Judgment (and assuming no appeal is filed), Simpluris is directed to distribute to Plaintiff the Court-approved enhancement award.

14. The Court finds that the amount from the Gross Settlement Amount remaining after deductions for: (i) Plaintiff's Counsel's attorneys' fees and costs, (ii) enhancement award to Plaintiff; and (iii) Settlement Administrator fees ("Net Settlement Amount") shall be distributed as follows: 75% shall to be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% to be distributed to the Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period, as provided for in the Settlement. The Court finds that these amounts and the distribution formula as set forth in the Settlement is fair, adequate, and reasonable, and orders that payment be made to the LWDA and Aggrieved Employees in accordance with the terms of the Settlement.

15. The Court hereby approves the release as set forth in the Settlement. Specifically, following entry of this Order and Final Judgment, in her capacity as a Private Attorney General or “aggrieved employee” acting on behalf of herself, the State of California and all Aggrieved Employees, Plaintiff hereby releases Defendant and its past and present officers (including but limited to, Mark Clemens, Craig Clemens, Curt Clemens, Josh Golder), directors, shareholders, members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective assigns, successors and predecessors in interest, its subsidiaries, sister, affiliate, and parent entities (including but not limited to Golden Bolt, LLC; Altern Marketing, LLC; Golden Customer Care, LLC; Whole Body Research, LLC; Golden Hippo HoldCo Inc.; One Two Cosmetics, LLC; City Beauty, LLC; Golden Hippo Brands, LLC; ISN Education, LLC; Golden Hippo MidCo, LLC) and their attorneys (collectively, the “Released Parties”) from any and all claims for civil penalties arising during the PAGA Period under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code

§ 2698 *et seq.* that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint(s) or LWDA Letter (s), including PAGA claims for alleged violations of Labor Code sections 204, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198 and 2802 and for any and all claims for civil penalties that arose during the PAGA Period related to the following:

- a. Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay and double time pay) whether contractual or statutory;
- b. Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate;
- c. Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;
- d. Any claim for failure to provide reimbursements for business related expenses;
- e. Any claim for failure to pay wages timely; and
- f. Any claim for failure to provide all/ accurate information required to be on a wage statement or to maintain records required by the Labor Code.

16. The releases identified herein shall be null and void if Defendant fails to fully fund the Settlement.

17. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiff, the State of California and the Aggrieved Employees, as well as their heirs, executors, administrators, successors, and assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons.

18. Upon entry of this Final Order, the Court retains jurisdiction to enforce the terms of the Settlement.

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1 19. Plaintiff shall file a declaration executed by the Settlement Administrator confirming
2 the final distribution of funds on or before November 30, 2022.

3
4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2022

By: _____
Honorable Mark V. Mooney
Judge of the Superior Court