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FILED
Superior Court of California
County of Los Angeles
07/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE I. VASQUEZ CARRANZA,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiff,

vs.

FANTASY COOKIE CORPORATION, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV08877

*Assigned for All Purposed to the Hon. Amy D.
Hogue, Dept. 7*

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

Hearing Date: July 13, 2022
Hearing Time: 11:00 a.m.
Department: 7

Complaint filed: March 5, 2021
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court on July 13, 2022,
3 for a hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”),
4 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as
5 set forth in the Joint Stipulation of Class Action and PAGA Settlement thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Preliminary
7 Approval Order, and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
9 **ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All current and
12 former hourly-paid non-exempt employees of Defendant Fantasy Cookie Corporation
13 (“Defendant”) who were employed by Defendant in California at any time between March 5, 2017
14 and September 24, 2021.” The term “Participating Class Member” includes all Class Members
15 who did not submit a timely and valid Request for Exclusion as provided in the Settlement.

16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
17 to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
24 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
25 Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes Participating Class Members shall release and discharge Defendant Fantasy Cookie Corporation, and its current and former members, managers, owners, shareholders, officers, directors, employees, attorneys, representatives, agents, benefit plans, parent companies, subsidiaries, affiliates, related entities, successors, and assigns ("Released Parties") from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, losses, agreements, compensation, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, which have been alleged in the Complaint, or that could have been alleged based on the factual allegations in the Complaint, including claims for (i) failure to pay overtime wages under Cal. Labor Code §§ 510 and 1198; (ii) failure to provide meal periods under Cal. Labor Code §§ 226.7 and 512, and Industrial Welfare Commission Wage Order Nos. 1-2001, 5-2001, and 7-2001; (iii) failure to authorize and permit rest breaks under Cal. Labor Code §§ 226.7 and Industrial Welfare Commission Wage Order Nos. 1-2001, 5-2001, and 7-2001; (iv) failure to pay minimum wages

under Cal. Labor Code §§ 1194, 1192.4, 1197, 1197.1 (v) failure to pay all wages upon termination under Cal. Labor Code §§ 201-203; (vi) failure to provide accurate wage statements under Cal. Labor Code §§ 226, 1174, 1175; (vii) failure to reimburse all necessary business expenses under Cal. Labor Code §§ 2800 and 2802; (viii) failure to maintain required payroll records; (ix) and claims for unfair competition (Cal. Bus. & Prof. Code § 17200 et seq.) based on the above violations and/or Labor Code §§ 204, 221, 226.3, 558, and 1199. ("Class Released Claims") and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties were pled in the operative complaint or could have been pled based on the facts alleged therein including but not limited to Labor Code sections 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174.5, 1194 and 1198 *et seq.*, 1197.1, 558, 2699, 2800, and 2802 (the "Released Claims") that arose between March 5, 2017 and September 24, 2021. (the "Class Period"). All PAGA Members, the LWDA, and the State of California shall release the Released Claims arising under PAGA for the period between February 24, 2020, and September 24, 2021. (the "PAGA Period").

8. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Jose I. Vasquez Carranza ("Plaintiff")—on behalf of himself only—shall also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to his employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. This general release includes all employment-related and non-employment related claims, whether known or unknown, arising during the Class Period. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
2 THECREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
3 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
6 OR RELEASED PARTY

7 This release specifically excludes claims for unemployment insurance, disability,
8 social security, and workers compensation (with the exception of claims arising pursuant to
9 California Labor Code Section 132(a) and 4553)

10 9. No Class Member submitted a timely and valid request to be excluded from the
11 Settlement. Accordingly all Class Members are hereby explicitly included in this order and
12 Judgment and participating in the settlement. The last date to timely submit a request for exclusion
13 was May 7, 2022.

14 10. The Court also hereby finds that there were no written objections to the Settlement.
15 The last day to submit a written objection to the settlement was May 7, 2022. The Court also notes
16 there were no objections made at the hearing on Final Approval of the Settlement.

17 11. The Court finds the settlement payments provided for under the Agreement to be
18 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
19 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
20 \$850,000.00 within 14 days of the date of this order to provide payments for the Class/PAGA
21 Members individual settlement payments, class representative incentive payments for Plaintiff,
22 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and
23 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code
24 Section 2698 et seq. The calculations and the payments shall be made administered in accordance
25 with the terms of the Agreement and as modified by this Final Order and Judgment.

26 12. Pursuant to the terms of the Agreement and amendments thereto, and the
27 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards
28 attorneys' fees of \$297,500 to Protection Law Group, LLP. The Court also approve and awards

1 the recovery of litigation costs incurred by Class Counsel in the amount of \$13,418.30. The award
2 of attorneys' fees and costs is the final payment for and complete satisfaction of any and all
3 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity
4 related to the Action.

5 13. The Court hereby approves and orders a Class Representative Enhancement
6 Payment of \$7,500.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms
7 of the Agreement.

8 14. The Court approves and orders the payment in the amount of \$63,750.00 (75% of
9 \$85,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
10 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
11 remaining \$21,250.00 (25% of \$85,000.00) shall be distributed to the PAGA Members as set forth
12 in the Agreement.

13 15. The Court also hereby approves and orders payment from the Gross Settlement
14 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
15 ILYM Group, Inc., in the amount of \$10,000.

16 16. The Court hereby approves and orders payment of individual settlement payments
17 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

18 17. The Court also hereby approves and orders that any checks distributed from the
19 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
20 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
21 California State Controller's Office and held in trust for such Class Members pursuant to
22 California Unclaimed Property Law, Civil Code Section 1500 et seq.

23 18. Provided the Settlement becomes effective under the terms of the Agreement, the
24 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
25 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

26 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
27 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
28 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other

Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution

21. Class Counsel shall submit a final report on the disbursement of the settlement payments on or before _____, 2023.

five court days prior to the Non-Appearance Case Review Hearing Re: Filing of Final currently set for 12/12/2022 at 10:00 a.m.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 07/14/2022



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge
JUDGE OF THE SUPERIOR COURT