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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

COURTNEY REESE, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ASIAN BOX PALO ALTO LLC., a California
limited liability company; ASIAN BOX, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19CV346589

Honorable Sunil R. Kulkarni
Department 1

CLASS ACTION

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

Date: January 19, 2023
Time: 1:30 p.m.
Department: 1

Complaint Filed: April 18, 2019
FAC Filed: September 29, 2021
Trial Date: None Set

1 This matter has come before the Honorable Sunil R. Kulkarni in Department 1 of the above-
2 entitled Court, located at 191 North Street San Jose, California 95113, on Plaintiff Courtney
3 Reese’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and
4 Costs, and Incentive Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared
5 on behalf of Plaintiff, and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant
6 Asian Box Palo Alto, LLC (“Defendant”).

7 On August 15, 2022, the Court entered the Order Concerning Plaintiff’s Motion for
8 Preliminary Approval (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class
10 Action and PAGA Settlement and Release and Amendment No. 1 to the Joint Stipulation of Class
11 Action and PAGA Settlement and Release (together, “Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 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 Class Members asserted in this
20 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 Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant’s restaurant location in Mountain View, California, at any time
28 during the period from April 18, 2015, through February 2, 2021 (“Class” or
“Class Members”).

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

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this by the Settlement
27 this order and judgment (“Final Approval Order and Judgment”) and all Class Members and the
28 State of California are bound to the Settlement as it pertains to the Private Attorneys General Act

1 of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) and this Final Approval Order and
2 Judgment.

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

8 8. The Court finds that the Incentive Payment sought is fair and reasonable for the
9 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$8,000.00 to Plaintiff Courtney Reese for her
11 Incentive Payment, according to the terms and methodology set forth in the Settlement Agreement.

12 9. The Court finds that the allocation of \$50,000.00 toward penalties under the
13 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
14 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
15 Payment as follows: the amount of \$37,500.00 to the California Labor and Workforce
16 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement Amount
17 for distribution to Class Members, in accordance with the terms and methodology set forth in the
18 Settlement Agreement.

19 10. The Court finds that the request for attorneys’ fees in the amount of \$100,000.00 to
20 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
21 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
22 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
23 amount of \$100,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
24 methodology set forth in the Settlement Agreement.

25 11. The Court finds that reimbursement of litigation costs and expenses in the amount
26 of \$20,658.23 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
27 Settlement Administrator issue payment in the amount of \$20,658.23 to Class Counsel for
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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 Settlement Class Members shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, and all Class Members and the State of California shall be conclusively
6 determined to have given a release of any and all Released Claims as they pertain to PAGA, as set
7 forth in the Settlement Agreement and Class Notice.

8 13. It is hereby ordered that Defendant shall deposit the First Payment into an account
9 established by the Settlement Administrator within thirty (30) calendar days of the Effective Date,
10 in accordance with the terms and methodology set forth in the Settlement Agreement. It is further
11 ordered that Defendant shall deposit the Second Payment within six (6) months after Defendant
12 deposits the First Payment, in accordance with the terms and methodology set forth in the
13 Settlement Agreement.

14 14. It is hereby ordered that no later than ten (10) calendar days after Defendant funds
15 the First Payment, the Settlement Administrator shall distribute the following payments in the
16 following order of priority from the First Payment: (i) full payment of the Individual Settlement
17 Payments to the Settlement Class Members; (ii) full payment of the Court-approved Incentive
18 Payment to the Class Representative; (iii) partial payment of one-half (1/2) of the Settlement
19 Administration Costs to the Settlement Administrator; and (vi) partial payment of the Court-
20 approved Attorneys' Fees and Costs to Class Counsel, to the extent possible, according to the
21 methodology and terms set forth in the Settlement Agreement.

22 15. It is hereby order that no later than ten (10) calendar days after Defendant funds the
23 Second Payment, the Settlement Administrator shall distribute the following payments in the
24 following order of priority from the Second Payment: (i) full payment of the LWDA Payment to
25 the California Labor and Workforce Development Agency ("LWDA"); (ii) payment of the
26 remaining one-half (1/2) of Settlement Administration Costs to the Settlement Administrator; and
27 (iii) payment of the remaining Attorneys' Fees and Costs to Class Counsel.

28 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules

1 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
2 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
3 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
4 any dispute arising from or in connection with the distribution of settlement benefits.

5 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
6 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
7 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
8 this Final Approval Order and Judgment. Individualized notice is not required.

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10 Dated: _____

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12 HONORABLE SUNIL R. KULKARNI
13 JUDGE OF THE SUPERIOR COURT
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