

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

OCT 28 2022

BY 
RAFAEL HERNANDEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
SAN BERNARDINO COUNTY

LORISHA HARRIS, individually, and on
behalf of other aggrieved employees.

Plaintiff,

vs.

HOBBY LOBBY STORES INC.; and DOES
1 through 100, inclusive,

Defendants.

CASE NO. CIVSB2121034
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. David Cohn,
Dept. S-26*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF PLAINTIFF'S COUNSEL
PAYMENT, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: October 28, 2022

Time: 10:00 a.m.

Dept: S-26

Complaint Filed: July 27, 2021

Trial Date: None

1 This matter has come before the Honorable David Cohn in Department S-26 of the Superior
2 Court of the State of California for the County of San Bernardino, located at the San Bernardino
3 Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, on Plaintiff Lorisha Harris's
4 ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *et*
5 *seq.*) Settlement Agreement and Award of Plaintiff's Counsel Payment, Service Award, and
6 Settlement Administration Costs ("Motion for Approval of Settlement"). Aidin Ghavimi of
7 Starpoint, LC appeared for Plaintiff and Brent Giddens of CDF Labor Law LLP appeared for
8 Defendant Hobby Lobby ("Defendant").

9 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

10 On June 2, 2022, Plaintiff and Defendants (together, the "Parties") executed the Settlement
11 Agreement and Release of Private Attorneys General Act Claims ("Settlement," "Settlement
12 Agreement," or "Agreement"). The Court having reviewed and considered Plaintiff's Motion for
13 Approval of Settlement, the Declarations of Plaintiff's Counsel Aidin Ghavimi and Plaintiff Lorisha
14 Harris, the Settlement Agreement, and having duly considered Parties oral argument, and good
15 cause appearing,

16 **ORDERS AND ADJUDGES AS FOLLOWS:**

- 17 1. The Motion for Approval of Settlement is granted with certain adjustments.
- 18 2. All terms used herein shall have the same meaning defined in the Settlement
19 Agreement.
- 20 3. The Court finds that Plaintiff has satisfied the prerequisites under the California
21 Private Attorneys General Act (Cal. Labor Code 2698, *et seq.*) ("PAGA"), including, and not
22 limited to, providing the Labor and Workforce Development Agency ("LWDA") and Defendants
23 with notice of the specific provisions of the California Labor Code alleged to have been violated,
24 including, and not limited to, the facts and theories to support the alleged violations, in conformity
25 with California Labor Code § 2699.3(a).
- 26 4. The Court also finds that the Settlement Agreement has been submitted to the
27 LWDA in conformity with California Labor Code 2699(1)(2) and that the LWDA has not sought to
28 intervene or appear in the above-captioned action ("Action").

1 5. The aggrieved employees covered under the Settlement consist of the following
2 individuals:

3 All persons employed by Defendants as an hourly paid or non-exempt employee in
4 California at any time during the period from **May 23, 2020, through March 18,**
5 **2022** ("PAGA Settlement Members").

6 6. The Court finds that the Parties reached the Settlement as a result of arm's-
7 length negotiations.

8 7. Pursuant to California Labor Code 2699(1)(2), the Court has reviewed the
9 sum allocated for payment of penalties under PAGA ("PAGA Fund"), and determines that
10 it is fair, just, reasonable, and adequate, however the arithmetic in the motion was wrong.
11 The PAGA Fund shall be the Total Settlement Consideration (\$132,500.00) less the
12 approved Plaintiff's Counsel Payment to Starpoint, LC ("Plaintiff's Counsel"), Service
13 Award to Plaintiff, and Settlement Administration Costs to Phoenix Administrators, LLC
14 (the "Settlement Administrator"). The Court hereby approves the PAGA Fund in the
15 amount of **\$55,338.21**. Seventy-five percent (75%) of the PAGA Fund shall be distributed
16 to the LWDA and twenty-five percent (25%) of the PAGA Fund shall be distributed to the
17 PAGA Settlement Members ("Individual Settlement Payment") in accordance with this
18 Order and Judgment and the Settlement Agreement.

19 8. The Court has considered the settlement, and the monetary allocations
20 provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court
21 hereby directs the Settlement Administrator to administer the settlement and to make the
22 payments as provided for by, and consistent with, this Order and Judgment and the
23 Settlement Agreement.

24 9. The Court approves the payment of **\$44,166.67** to Starpoint, LC for
25 attorneys' fees. This amount shall be paid from the Total Settlement Consideration and
26 shall be disbursed in accordance with this Order and Judgment and the Settlement
27 Agreement.

28 10. The Court approves the payment of **\$2,511.79** to Starpoint, LC for
reimbursement of litigation costs and expenses. This amount shall be paid from the Total

1 Settlement Consideration and shall be disbursed in accordance with this Order and
2 Judgment and the Settlement Agreement.

3 11. The Court approves payment in the amount of **\$2,500.00** to Plaintiff Lorisha
4 Harris as a Service Award. This amount shall be paid from the Total Settlement
5 Consideration and shall be disbursed in accordance with this Order and Judgment and the
6 Settlement Agreement.

7 12. The Court approves payment in an amount not to exceed **\$19,500.00** to
8 Phoenix Administrators, LLC for the Settlement Administration Costs. This amount shall
9 be paid from the Total Settlement.

10 13. The Court approves the Cover Letter that must be delivered to the PAGA
11 Settlement Members along with their Individual Settlement Payment checks.

12 14. The Parties are directed to perform in accordance with the terms set forth in
13 this Order and Judgment and the Settlement Agreement.

14 15. Within thirty (30) calendar days after the Effective Date, Defendants shall
15 deposit the Total Settlement Consideration into the fund account established by the
16 Settlement Administrator for administration of the Settlement.

17 16. Within fifteen (15) calendar days after the Court issues this Order and
18 Judgment, Defendants shall provide the Settlement Administrator with the PAGA
19 Settlement Member Information List, in accordance with this Order and Judgment and the
20 Settlement Agreement.

21 17. The Settlement Administrator shall distribute the Individual Settlement
22 Payment checks to PAGA Settlement Members along with the approved Cover Letter,
23 payment of seventy-five percent (75%) of the PAGA Fund to the LWDA, Service Award
24 to Plaintiff, and Plaintiff's Counsel Payment to Plaintiff's Counsel, and payment to itself
25 for the Settlement Administration Costs, as provided for by this Order and Judgment and
26 the Settlement Agreement, within seven (7) calendar days after the Total Settlement
27 Consideration is fully funded.

28

1 18. All Individual Settlement Payment checks that are issued to PAGA
2 Settlement Members shall be valid and negotiable for one hundred and eighty (180)
3 calendar days after the checks are initially mailed to the PAGA Settlement Members, and
4 thereafter, shall be cancelled. Any funds associated with such cancelled checks shall be
5 transmitted to Doctors Without Borders.

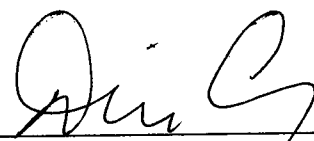
6 19. PAGA Settlement Members shall not have the right to opt out of or object
7 to the Settlement. By way of and upon the entry of this Order and Judgment, Plaintiff and
8 each PAGA Settlement Member is deemed to fully release and forever discharge Released
9 Parties from the Released Claims.

10 20. "Released Parties" means Defendant HOBBY LOBBY STORES, INC. and
11 its current and former owners, officers, directors, managers, members, employees, agents,
12 representatives, subsidiaries, parents, affiliates, predecessors, successors, joint venturers,
13 co-owners, co-employers, joint employers, payroll providers, attorneys, insurers, and
14 reinsurers.

15 21. "Released Parties" means any and all claims, arising during the PAGA
16 Period, whether they were pled or could have been pled based on the factual allegations in
17 the Complaint under the Private Attorneys General Act, California Labor Code § 2698, *et*
18 *seq.*, for civil penalties for failure to properly pay minimum and overtime wages, failure to
19 provide compliant meal and rest periods and associated premiums, failure to pay wages
20 during employment and upon discharge, failure to provide compliant wage statements,
21 failure to maintain requisite payroll records, and failure to reimburse business expenses, in
22 violation of California Labor Code 201-203, 204, 226, 226.3 226.7, 510, 512, 551, 552,
23 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable
24 Industrial Welfare Commission Wage Orders.

25 **IT IS SO ORDERED.**

26 Date: 10/28/22
27


HONERABLE JUDGE OF THE
SUPERIOR COURT