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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CELIA ACUNA, 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; IAN PFEIFLE,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

BASS PRO OUTDOOR WORLD, LLC, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS1811384

Honorable David Cohn
Department S26

CLASS ACTION

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

Date: April 26, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 9, 2018
FAC Filed: June 3, 2021
Trial Date: None Set

1 This matter has come before the Honorable David Cohn in Department S26 of the above-
2 entitled Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino,
3 California 92415, on Plaintiffs Celina Acuna and Ian Pfeifle's (together, "Plaintiffs") Motion for
4 Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Incentive Payments
5 ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and
6 Jackson Lewis P.C. appeared on behalf of Defendant Bass Pro Outdoor World, LLC
7 ("Defendant").

8 On November 5, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
11 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
12 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All hourly-paid or non-exempt employees who worked for Defendant in the State
26 of California during the period from May 9, 2014 through November 5, 2021
27 ("Class" or "Class Members").
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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, object to or comment thereon, or to seek
4 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 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 Plaintiffs' 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 the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 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 Class Settlement. Accordingly, the Court determines that all Class Members who did not
26 timely and validly opt out of the Class Settlement (“Settlement Class Member”) are bound by this
27 Final Approval Order and Judgment.

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1 7. The Court finds that four (4) Class Members have timely and validly opted out of
2 the Class Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$25,000.00 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 \$25,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Incentive Payments sought are fair and reasonable for the
9 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payments in the amount of \$10,000.00 each to Plaintiffs Celina Acuna and Ian
11 Pfeifle for their Incentive Payments, according to the terms and methodology set forth in the
12 Settlement Agreement.

13 10. The Court finds that the allocation of \$350,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Settlement Amount”), is fair,
15 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
16 the PAGA Settlement Amount as follows: the amount of \$262,500.00 to the California Labor and
17 Workforce Development Agency, and the amount of \$87,500.00 to be paid to PAGA Group
18 Members on *pro rata* basis, according to the terms and methodology set forth in the Settlement
19 Agreement.

20 11. The Court finds that the request for Attorneys’ Fees in the amount of \$1,666,666.67
21 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested Attorneys’ Fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$1,666,666.67 to Class Counsel for attorneys’ fees, \$10,000.00 of which is to be shared
25 with the Melmed Law Group P.C., in accordance with the terms and methodology set forth in the
26 Settlement Agreement.

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1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$36,401.64 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$36,401.64 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Settlement Class Member shall be
7 conclusively determined to have given a release of any and all Released Claims against the
8 Released Parties, as set forth in the Settlement Agreement and Class Notice.

9 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
10 an account established by the Settlement Administrator within thirty (30) calendar days after the
11 Effective Date, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Settlement Class Members and PAGA Group Members, Attorneys'
15 Fees and Litigation Costs to Class Counsel, Incentive Payments to Class Representatives, LWDA
16 Payment to the LWDA, and Settlement Administration Costs to itself, within forty-five (45)
17 calendar days after the Effective Date, according to the methodology and terms set forth in the
18 Settlement Agreement.

19 16. Each check issued to a Settlement Class Member and/or PAGA Group Member for
20 his or her Individual Settlement Payment shall be valid for a period of one hundred and eighty
21 (180) calendar days from the date of issuance of the check, and after this time period, the check(s)
22 shall be stale ("Check Stale Date") and shall automatically be cancelled if not cashed or deposited
23 by the Settlement Class Member or PAGA Group Member within that time. Any funds remaining
24 in the Settlement Fund Account as a result of Settlement Class Members' or PAGA Group
25 Members' failure to cash or deposit their checks by the Check Stale Date, shall be transmitted in
26 the names and respective amounts of the checks that are cancelled, to the Controller of the State
27 of California to be held pursuant to the Unclaimed Property Law, California Civil Code section
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1 1500 *et seq.*, for the benefit of those Settlement Class Members or PAGA Group Members whose
2 checks were cancelled, until such time that they claim their property.

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

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

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13 Dated: _____

HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT