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

OCT 16 2023

BY Jessica Garcez
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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MANUEL FLORES on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

WALMART, INC., a Delaware Corporation; and
DOES 1-50, inclusive,

Defendants.

DEAN WALTZ, an individual, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

WAL-MART ASSOCIATES, INC., a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVDS2023061

Consolidated with CIVSB2117018

Assigned for all purposes to:

Judge: Hon. Joseph T. Ortiz

Dept.: S17

**[PROPOSED] ORDER AND JUDGEMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

1 WHEREAS, this action is pending before this Court as a preliminarily approved putative
2 class action (the "Action"); and

3 WHEREAS, Plaintiff, through an unopposed motion for final approval, has applied to this
4 Court for an order and judgment of final approval of the settlement of the Action in accordance
5 with the Class Action and PAGA Settlement Agreement and First Amendment to Class Action
6 and PAGA Settlement (hereinafter collectively referred to as "Settlement Agreement"), and any
7 exhibit annexed thereto, which sets forth the terms and conditions for a proposed settlement and
8 final resolution of the Action upon the terms and conditions set forth therein; and

9 WHEREAS the Court having read and considered the Settlement Agreement and any
10 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,
11 AND DECREED that the Motion for Final Approval of Class and PAGA Settlement is
12 GRANTED, subject to the following findings and orders:

13 1. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement (attached as Exhibit 1 hereto).

15 2. This Court has jurisdiction over the subject matter of this litigation and over the
16 Parties to this litigation, including all Class Members.

17 3. The Court grants Final Approval to and Certifies the Class for purposes of
18 Settlement only. The Class is defined as: all individuals who are or previously were employed by
19 Walmart Inc. or its successors, affiliates, and subsidiaries, including without limitation Wal-Mart
20 Associates, Inc., (collectively "Walmart") in California who were classified as hourly nonexempt
21 employees and who worked in distribution and/or fulfillment centers owned and operated by
22 Walmart during the period of time from March 9, 2016, through January 7, 2023.

23 4. The Court finds "Aggrieved Employees" means all individuals who are or
24 previously were employed by Walmart Inc. or its successors, affiliates, and subsidiaries, including
25 without limitation Wal-Mart Associates, Inc., (collectively "Walmart") in California who were
26 classified as hourly nonexempt employees and who worked in distribution and/or fulfillment
27 centers owned and operated by Walmart during the period of time from March 9, 2019 through
28 January 7, 2023

1 5. The Court finds the distribution of the Notice of Proposed Settlement of Class
2 Action and Hearing Date for Final Court Approval and subsequently mailed Corrective Post Card
3 (collectively referred to as "Class Notice"(attached as Exhibit 2 hereto.) has been completed. The
4 Class Notice constituted notice that was reasonably calculated under the circumstances to apprise
5 Class Members of the pendency of the Action, the settlement and its terms, and their right to
6 exclude themselves from or object to the proposed Settlement and to appear at the Final Approval
7 Hearing. The Class Notice was reasonable and constituted due, adequate, and sufficient notice to
8 all persons entitled to receive notice and met all applicable requirements of due process, and any
9 other applicable rules or law. The Class Notice fully satisfies due process requirements. The Class
10 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who
11 could be identified through reasonable effort. As executed, the Class Notice was the best notice
12 practicable under the circumstances.

13 6. The Court finds that the Labor & Workforce Development Agency ("LWDA") has
14 been provided timely and adequate notice of the proceedings in this matter and has made no
15 objections to the proceedings or to the Settlement of this matter.

16 7. The Court finds that there have been ten (10) Requests for Exclusion, three (3)
17 Objections, and Five (5) Disputes in this matter by the Class Members. The Objections have been
18 considered and are OVERRULED.

19 8. The Court hereby approves the terms set forth in the Settlement Agreement and
20 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
21 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
22 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
23 negotiations. The Court further finds that the Parties have conducted extensive investigation and
24 research, and their attorneys were able to reasonably evaluate their respective positions. The Court
25 also finds that settlement now will avoid additional and potentially substantial litigation costs, as
26 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
27 the monetary recovery being provided as part of the Settlement and recognizes the significant
28 value accorded to Class Members.

1 9. The Settlement Agreement is not an admission by Defendants nor is this Order a
2 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order,
3 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
4 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
5 wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

6 10. Defendants shall pay the Participating Class Members and Aggrieved Employees
7 pursuant to the procedure described in the Settlement Agreement and Class Notice.

8 11. The Court confirms Named Plaintiffs Manuel Flores and Dean Waltz as Class
9 Representatives and hereby approves the class representative service award of \$10,000 each for
10 their services to the Class. The Court finds that this amount is fair and reasonable in light of
11 Plaintiffs' contribution to this litigation, risks absorbed and general release of their claims against
12 Defendants . The payment of the Class Representative service awards shall be made in accordance
13 with the terms of the Settlement.

14 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez, and Lance
15 Dacre, of the law firm of James Hawkins, APLC, Kyle Nordrehaug of Blumenthal Nordrehaug
16 Bhowmik De Blouw LLP, and Mohamed Eldessouky of Eldessouky Law as Class Counsel for the
17 Class.

18 13. The Court hereby awards attorneys' fees in the amount of Six Million Three
19 Hundred Thirty Three Thousand Dollars (\$6,333,333,) in attorneys' fees (i.e 1/3 of the Gross
20 Settlement Amount of \$19,000,000) and costs and expenses of Thirty Seventeen Thousand Four
21 Hundred Ten Dollars and Thirteen Cents (\$37,410.13) to Class Counsel. The Court finds that the
22 attorneys' fees and costs requested were reasonable in light of the relevant factors under California
23 law. The payment of fees and costs to Class Counsel shall be made in accordance with the terms
24 of the Settlement.

25 14. The Court grants final approval of the payment of Four Hundred Thousand Dollars
26 (\$400,000) in penalties under the Private Attorneys General Act ("PAGA") Lab. Code § 2699 *et*
27 *seq.* Of that amount, 75% equaling Three Hundred Thousand Dollars (\$300,000) shall be paid to
28 the LWDA and 25% equaling One Hundred Thousand Dollars (\$100,000) shall be paid to the

1 Aggrieved Employees. The payments authorized by this paragraph shall be made in accordance
2 with the terms of the Settlement.

3 15. The Court further approves the payment of One Hundred Five Thousand Dollars
4 (\$105,000) to ILYM Group Inc. as the Settlement Administrator for the fees and costs of
5 administering the settlement as set forth in the Settlement Agreement. The payment authorized by
6 this paragraph shall be made in accordance with the terms of the Settlement.

7 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
8 fees, or for any other charge, expense, or liability, except as provided in the Settlement
9 Agreement.

10 17. This "Judgment" is intended to be a final disposition of the above captioned action
11 in its entirety and is intended to be immediately appealable.

12 18. Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
13 continuing jurisdiction over this action and the parties and Class Members, including after the
14 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and
15 intent of the Settlement Agreement and this Order.

16 19. The Settlement Administrator shall inform the Class Members of this Order and
17 Judgment by posting this Judgment on its website within ten (10) calendar days after entry of this
18 Order and Judgment.

19 20. The Court sets a Status Conference for Final Accounting of the settlement
20 administration on June 17 2024, at ^{8:30AM} 1:30PM.

21 21. Counsel shall submit a Final Accounting Report at least 10 calendar days prior
22 to the date of the Status Conference for Final Accounting.

23 IT IS SO ORDERED,

24
25 Dated: 10/16/23

26 
Hon. Joseph T. Ortiz
27 Judge of the San Bernardino County Superior Court
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