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LAW AND MOTION DEPT 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DARIA REGESTER and HEATHER SALAS-
KEEN, on behalf of other members of the
general public similarly situated, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiffs,

v.

THE JACKSON LABORATORY d/b/a THE
JACKSON LABORATORY, WEST, a Maine
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 34-2021-00310014-CU-OE-GDS

Honorable Christopher E. Krueger
Department 54

CLASS ACTION

~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT

Hearing Date: July 26, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 54

Complaint Filed: October 20, 2021
FAC Filed: January 19, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Daria Regester's and Heather
2 Salas-Kcen's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorney Fee
3 Award, Cost Award, and Class Representative Enhancement Payments, and after considering the
4 papers submitted in support of the motion, including the Joint Stipulation and Settlement
5 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND
6 ORDERS as follows:

7 Plaintiffs and Defendant The Jackson Laboratory d/b/a The Jackson Laboratory, West
8 ("Defendant") entered the Settlement Agreement on or about February 17, 2022, to settle this
9 class action lawsuit.

10 The Court entered an Order dated March 24, 2022, preliminarily approving the settlement
11 of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
13 Members, scheduling a Fairness (or Final Approval) Hearing for July 26, 2022, and providing
14 Class Members with an opportunity to object to the Settlement or exclude themselves from the
15 Class.

16 The Court held a Fairness Hearing on July 26, 2022, to determine whether to give final
17 approval to the Settlement of this class action lawsuit.

18 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
19 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
20 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
21 Agreement.

22 2. Jurisdiction. Because adequate notice has been disseminated and all Class
23 Members have been given the opportunity to request exclusion from the Class, the Court has
24 personal jurisdiction with respect to the claims of all Class Members. The Court also has subject
25 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
26 grant final certification of the Class, and dismiss the class action lawsuit.

1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies, a Class consisting of any and all persons who have
4 been employed by Defendant as nonexempt employees in California at any time from November
5 5, 2016, to February 16, 2022 (“Class,” “Class Members,” and “Class Period”). There are six
6 hundred seventy (670) Class Members who did not submit a valid and timely request to exclude
7 themselves from this Settlement (“Participating Class Members”)¹.

8 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
9 Gharajeh, Phillip Song, and Talia Lux of Justice Law Corporation have fully and adequately
10 represented the Class for purposes of entering and implementing the Settlement and have
11 satisfied the requirements of Code of Civil Procedure section 382.

12 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Class
13 Notice”) and the Election Not to Participate In (“Opt Out” From) Class Action Settlement
14 (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class
15 Members have been implemented pursuant to the Settlement and this Court’s Preliminary
16 Approval Order. The Court also finds the Notice Packet:

17 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
18 the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement
19 and their rights; (iii) their right to object to any aspect of the Settlement (including final
20 certification of the Class, the fairness, reasonableness and adequacy of the Settlement, the
21 adequacy of the Class’s representation by Plaintiffs and Class Counsel, and/or the award of the
22 Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments); (iv) their
23 right to exclude themselves from the Settlement; (v) their right to claim an Individual
24 Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the
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26 ¹ Phoenix mailed Notice Packets to six hundred seventy-one (671) Class Members and
27 received one (1) request for exclusion. Thus, there are six hundred seventy (670)
28 Participating Class Members.

1 binding effect of the orders and judgment in the class action lawsuit, whether favorable or
2 unfavorable, on all Participating Class Members;

3 b. constitutes notice that fully satisfied the requirements of Code of Civil
4 Procedure section 382, California Rule of Court 3.769, and due process;

5 c. constitutes best practicable notice to Class Members under the
6 circumstances of the class action lawsuit; and

7 d. constitutes notice reasonable, adequate, and sufficient to all Class
8 Members.

9 6. Final Settlement Approval. The terms and provisions of the Agreement have
10 been entered in good faith and are the product of arm's-length negotiations by experienced
11 counsel who have done a meaningful investigation of the claims. The Agreement and all its
12 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best
13 interests of the Parties. The Parties are hereby directed to implement the Agreement according to
14 its terms and provisions.

15 7. Binding Effect. The terms and provisions of the Settlement and this Order and
16 Judgment are binding on Plaintiffs, the Participating Class Members, and the Eligible Aggrieved
17 Employees, as well as their spouses, heirs, registered domestic partners, executors,
18 administrators, successors, and assigns, and those terms shall have res judicata and other
19 preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
20 on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve
21 matters that were or could have been raised in the class action lawsuit and are encompassed by
22 the release of the Participating Class Members' Released Claims. The Settlement will have no
23 binding effect upon, and provide no res judicata preclusion to, those Class Members who have
24 submitted timely requests for exclusion.

25 8. Release of Claims. Upon Defendant's fulfillment of its payment obligations
26 under section III (J)(9)(a) of the Agreement, Class Members, who do not submit a timely and
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1 valid request for exclusion, waive, release, promise never to assert in any forum, remise and
2 forever discharge the Released Parties from the Released Claims arising during the Class Period.

3 a. Effect of the PAGA Settlement. Upon Defendant's fulfillment of its payment
4 obligations under section III (J)(9)(a) of the Agreement, the Eligible Aggrieved
5 Employees release and waive the Private Attorneys General Act of 2004
6 ("PAGA") Released Claims, and the California Labor and Workforce
7 Development Agency ("LWDA"), and any other representative, proxy, or agent
8 thereof, including, but not limited to, any and all Eligible Aggrieved Employees
9 during the PAGA Timeframe, are barred from pursuing any action for civil
10 penalties under Labor Code sections 2698, *et seq.* (PAGA), against, the Released
11 Parties based on or arising out of alleged violations of Labor Code sections
12 alleged or that could have been alleged based on the factual allegations alleged in
13 Plaintiffs' letter to the LWDA and the operative complaints.

14 b. Plaintiffs' Release of Claims and General Release. Upon Defendant's fulfillment
15 of its payment obligations under section III (J)(9)(a) of the Agreement, and in
16 exchange for the Class Representative Enhancement Payments of \$10,000 to each
17 Plaintiff, in recognition of their work and efforts in obtaining the benefits for the
18 Class, and undertaking the risk for the payment of costs if this matter had not
19 successfully resolved, Plaintiffs provide a general release of claims for themselves
20 and their respective spouse, heirs, successors and assigns. As of the Effective
21 Final Settlement Date, Plaintiffs shall be deemed to have, expressly waived and
22 relinquished, to the fullest extent permitted by law, the provisions, rights, and
23 benefits of section 1542 of the Civil Code, or any other similar provision under
24 federal or state law.

25 c. Released Parties. The Released Parties include Defendant and any and all of its
26 affiliated companies and its respective parent companies, subsidiaries, affiliates,
27 shareholders, members, agents (including, without limitation, any investment
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1 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
2 officers, directors and employees) predecessors, successors, and assigns.

3 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
4 any action to enforce the terms and provisions of the Settlement Agreement.

5 10. Class Representative Enhancement Payments. The Court finds the Class
6 Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff out
7 of the Gross Settlement Amount, to be reasonable and appropriate. Class Representative
8 Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the
9 Settlement Agreement.

10 a. The rationale for making enhancement payments is class representatives should
11 be compensated for the expense and risk they have incurred in conferring a
12 benefit on other Class Members. Criteria courts may consider include: (1) the risk
13 to the class representatives in commencing suit; (2) the notoriety and personal
14 difficulties encountered by the class representatives; (3) the amount of time and
15 effort spent by the class representatives; (4) the duration of the litigation; and (5)
16 personal benefit (or lack thereof) enjoyed by class representatives.

17 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
18 risks inherent in their services as the Class Representatives, the duration of the
19 case and time involved, and the benefits created for the Class, the Court approves
20 the payment of the Class Representative Enhancement Payments of \$10,000 to
21 each Plaintiff.

22 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
23 of \$665,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
24 be reasonable and appropriate. The Court finds the Cost Award as reimbursement for actual
25 litigation costs incurred of \$20,826.61, to be paid by Defendant to Class Counsel out of the
26 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
27 pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required
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1 to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
2 Counsel or any other counsel representing Plaintiffs, Class Members, or Eligible Aggrieved
3 Employees. Defendant shall also not be required to pay for any other attorneys' fees and
4 expenses, costs, or disbursements incurred by Plaintiffs, Class Members, or Eligible Aggrieved
5 Employees in connection with or related in any manner to the class action and PAGA lawsuit,
6 the Settlement, the Settlement administration, and/or the Participating Class Members' Released
7 Claims.

8 a. The Court has an independent right and responsibility to review the requested
9 Attorney Fee Award and only award so much as it determines reasonable. (See
10 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
11 127-28.) The Attorney Fee Award requested by Class Counsel of \$665,000 is
12 thirty-five percent (35%) of the common fund created for the benefit of the Class
13 and is supported by use of the percentage-fee method.² (See *Laffitte v. Robert*
14 *Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional
15 results achieved, financial risk undertaken, novel and difficult nature of this
16 litigation, skills required, percentage fees award in previous and other cases, and
17 contingent fees charged in the marketplace, the Court finds the requested Attorney
18 Fee Award is consistent with the marketplace, is reasonable, and is approved.

19 b. The Court has reviewed the declaration of Douglas Han regarding the costs
20 expended in the prosecution of this litigation. Under the terms of the Settlement,
21 Class Counsel may seek reimbursement of up to \$25,000 in litigation costs. The
22 Court finds Class Counsel have expended \$20,826.61 in litigation costs and that
23 such costs were reasonable. Thus, the Court approves the payment of the Cost
24 Award of \$20,826.61 from the common fund for the reimbursement of Class
25 Counsel's litigation costs.

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27 ² The Parties have agreed to reduce the Attorney Fee Award from thirty-eight percent
28 (38%) of the Gross Settlement Amount to thirty-five percent (35%) of the Gross Settlement

1 12. Administration Costs. The Court finds Administration Costs of \$9,950, to be paid
2 by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
3 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
4 provisions set forth in the Settlement Agreement.

5 a. The Court has reviewed the declaration of Kevin Lee from Phoenix Class Action
6 Administration Solutions ("Phoenix"), the Court-approved Settlement
7 Administrator. The Court finds notice was provided to the Class pursuant to the
8 Preliminary Approval Order, the notice constitutes the best practicable notice to
9 the Class, and the notice satisfied due process. Consequently, Phoenix has
10 discharged its duties to provide notice to the Class. Thus, the Court approves the
11 payment of the Administration Costs of \$9,950 for Phoenix's services in
12 administering the Settlement.

13 13. PAGA Payment. The Court finds the PAGA Payment of \$100,000, seventy-five
14 percent (75%) of which (\$75,000) will be distributed to the LWDA out of the Gross Settlement
15 Amount and twenty-five percent (25%) of which (\$25,000) shall be distributed to Eligible
16 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
17 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

18 14. Funding of the Settlement. No later than twenty-one (21) calendar days after the
19 Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of
20 \$1,900,000 needed to pay the entire Gross Settlement Amount by wiring the funds to the
21 Settlement Administrator. Defendant shall also at this time provide any tax information the
22 Settlement Administrator may need to calculate each Participating Class Member's Individual
23 Settlement Share. Within fourteen (14) calendar days after the funding of the Settlement, the
24 Settlement Administrator shall calculate and pay all payments due under the Settlement
25 Agreement.

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Amount.

1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation relating to Plaintiffs' claims. The negotiations were
5 facilitated with the aid of mediator Paul Grossman, who is an experienced and well-respected
6 class action mediator.

7 a. The fairness of the Settlement is further demonstrated by there being no
8 objections to and only one (1) request for exclusion from the Settlement.

9 b. The fairness of the Settlement is also illustrated by the *average* Individual
10 Settlement Share being \$1,618.24, and the *highest* Individual Settlement Share
11 being \$4,097.68 under the allocation of the Settlement.

12 16. Uncashed Checks. Participating Class Members must cash or deposit their
13 Individual Settlement Share checks within one hundred eighty (180) calendar days after the
14 checks are mailed to them. Uncashed settlement checks will be canceled and paid by the
15 Settlement Administrator to the California State Controller: Unpaid Wage Fund.

16 17. Modification of Settlement Agreement. The Participating Class Members are
17 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
18 modifications of the Settlement Agreement by an express written instrument signed by counsel
19 for all Parties or their successors-in-interest. Such amendments or modifications shall be
20 consistent with this Order and Judgment and cannot limit the rights of Participating Class
21 Members under the Settlement Agreement.

22 18. Final Accounting and Compliance. The Court sets a final accounting and
23 compliance date for 7/26/2023 at 9:00 ~~a.m.~~ p.m. in Department 54. No later than five
24 (5) court days before final accounting and compliance date, Plaintiffs shall file a declaration
25 regarding compliance.

26 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
27 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
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1 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
2 and for any other necessary purpose, including, without limitation:

- 3 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
4 claims, or causes of action in the class action that, in whole or in part, are related
5 to or arise out of the Settlement or this Order and Judgment;
- 6 b. entering such additional orders as may be necessary or appropriate to protect or
7 effectuate this Order and Judgment approving the Settlement, and permanently
8 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
9 the fair and orderly administration of the Settlement; and
- 10 c. entering any other necessary or appropriate orders to protect and effectuate this
11 Court's retention of continuing jurisdiction.

12 For the reasons set forth above, the Motion for Final Approval of Class Action
13 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments
14 is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
15 Agreement forthwith.

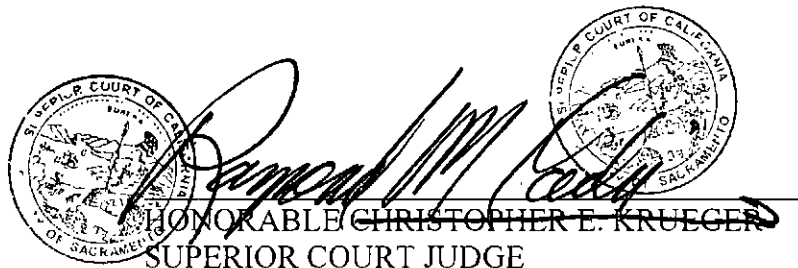
16 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
17 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
18 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
19 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
20 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
21 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
22 THE JUDGMENT THEREON.

23 IT IS SO ORDERED.

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25 DATED: _____

JUL 26 2022

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HONORABLE CHRISTOPHER E. KRUEGER
SUPERIOR COURT JUDGE

RAYMOND M. CADEI

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On July 29, 2022, I served the foregoing document described as

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Executed on July 29, 2022, at Pasadena, California.

Martin Andersen

Mariah Anderson