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# **EXHIBIT A**

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
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3 **LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
4 Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff and the Class*

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SOLANO**

9 YESENIA ROJAS, individually, and on behalf  
10 of other members of the general public  
similarly situated and on behalf of other  
11 aggrieved employees pursuant to the California  
Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 FRANK-LIN DISTILLERS PRODUCTS,  
15 LTD., a California corporation; and DOES 1  
through 100, inclusive,

16 Defendants.  
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**ENDORSED FILED**  
Clerk of the Superior Court

**NOV 16 2022**

By **A. JEAN**

DEPUTY CLERK

Case No.: FCS055208

Honorable Christine A. Carringer  
Department 12

**CLASS ACTION**

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

Date: November 9, 2022  
Time: 8:30 a.m.  
Department: 12

Complaint Filed: August 13, 2020  
Trial Date: None Set

1 This matter has come before the Honorable Christine A. Carringer in Department 12 of the  
2 above-entitled Court, located at Old Solano Courthouse, 580 Texas Street, Fairfield, California  
3 94533, on Plaintiff Yesenia Rojas's ("Plaintiff") Motion for Final Approval of Class Action  
4 Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval").  
5 Lawyers for Justice, PC appeared on behalf of Plaintiff, and Hirschfeld Kraemer LLP appeared on  
6 behalf of Defendant Frank-Lin Distillers Products, Ltd. ("Defendant").

7 On May 12, 2022, the Court entered the Order Granting Preliminary Approval of Class  
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action  
10 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),  
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement  
12 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 current and former non-exempt individuals employed by Defendant within  
26 the State of California at any time during the period from August 13, 2016  
27 through September 22, 2021 ("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 Settlement; was the best notice practicable under the circumstances; was valid,  
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
6 California, the United States Constitution, due process and other applicable law. The Class Notice  
7 fairly and adequately described the Settlement and provided the Class Members with adequate  
8 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 (“Participating Class Member”) are bound by this Final Approval  
27 Order and Judgment.

1           7.       The Court finds that payment of Settlement Administration Costs in the amount of  
2 \$5,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
3 notice and settlement administration process. It is hereby ordered that the Settlement  
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$5,000.00, in  
5 accordance with the terms and methodology set forth in Settlement Agreement.

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

11           9.       The Court finds that the allocation of \$150,000.00 toward penalties under the  
12 California Private Attorneys General Act of 2004 ("PAGA Allocation"), is fair, reasonable, and  
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
14 Allocation as follows; the amount of \$112,500.00 to the California Labor and Workforce  
15 Development Agency, and the amount of \$37,500.00 to be included in the Net Settlement Amount  
16 for distribution to Participating Class Members, according to the terms and methodology set forth  
17 in the Settlement Agreement.

18           ~~10.       The Court finds that the request for attorneys' fees in the amount of \$304,000.00 to~~  
19 ~~Class Counsel falls within the range of reasonableness, and the results achieved justify the award~~  
20 ~~sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and~~  
21 ~~are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the~~  
22 ~~amount of \$304,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and~~  
23 ~~methodology set forth in the Settlement Agreement.~~ *CAC. PLEASE SEE P. 5*

24           11.       The Court finds that reimbursement of litigation costs and expenses in the amount  
25 of \$25,119.07 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
26 Settlement Administrator issue payment in the amount of \$25,119.07 to Class Counsel for  
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
28 forth in the Settlement Agreement.

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

4           13.     It is hereby ordered that Defendant shall deposit the first installment of the Gross  
5 Settlement Amount, in the amount of \$500,000.00 (the "First Installment"), into an account  
6 established by the Settlement Administrator within thirty (30) calendar days after the Effective  
7 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

8           14.     It is hereby ordered that Defendant shall deposit the second installment of the Gross  
9 Settlement Amount, in the amount of \$300,000.00, into the account established by the Settlement  
10 Administrator within one hundred and eighty (180) calendar days after the First Installment is paid.

11          15.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
12 Settlement Payments to the Participating Class Members within twenty (20) calendar days after  
13 Defendant funds the First Installment of the Gross Settlement Amount, according to the  
14 methodology and terms set forth in the Settlement Agreement.

15          16.     Each check issued to a Participating Class Member for his or her Individual  
16 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days from  
17 the date of issuance of the check, and after this time period, the check(s) shall be cancelled, and  
18 all funds associated with such cancelled checks will be transmitted to Child Haven, Inc.

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

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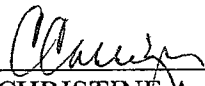
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18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date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

Dated: 11/9/2022

  
HONORABLE CHRISTINE A. CARRINGER  
JUDGE OF THE SUPERIOR COURT

\* P 10: The Court finds that attorney fees of \$266,400.00 (.33%) to Class Counsel is reasonable and the results achieved justify the award. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$266,400.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.



1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,  
5 Glendale, California 91203.

6 On November 21, 2022, I served the foregoing document(s) described as **NOTICE OF**  
7 **EENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service  
as follows:

8 John F. Baum (jbaum@hkemploymentlaw.com)  
9 Felicia R. Reid (freid@hkemploymentlaw.com)  
Michelle C. Freeman (mfreeman@hkemploymentlaw.com)

10 **HIRSCHFELD KRAEMER LLP**  
11 456 Montgomery Street, Suite 2200  
San Francisco, CA 94104-1255

12 *Attorneys for Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD.*

13 **[X] BY ELECTRONIC SERVICE**

14 Pursuant to the Court's Order regarding Electronic Service, I caused the documents  
15 described above to be E-Served through File & ServeXpress by electronically mailing a true  
and correct copy through File & ServeXpress to the individual(s) listed above.

16 State of California, Labor & Workforce Development Agency  
17 Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

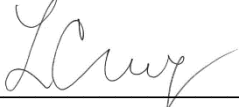
18 **[X] BY ONLINE SUBMISSION**

19 The foregoing documents were transmitted to the California Labor and Workforce  
20 Development Agency through the online system established for the submission of notices  
21 and documents, in conformity with California Labor Code section 2699(l). I did not receive,  
within a reasonable time after the transmission, any electronic message or other indication  
that the transmission was unsuccessful.

22 **[X] STATE**

23 I declare under penalty of perjury under the laws of the State of California that the above is  
24 true and correct.

25 Executed on November 21, 2022, at Glendale, California.

26   
27 \_\_\_\_\_  
Lindsey Crosby