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and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

REBECCA DE BENNING, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION,
a Washington Corporation; and Does 1
Through 10, Inclusive,

Defendants.

Case No. 34-2021-00309030
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Jill H. Talley
Department 25

CLASS ACTION

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Hearing Set By Court (10/31/2022 Order)

Date: February 10, 2023
Time: 9:00 a.m.
Dept: 25
Judge: Honorable Jill H. Talley

Complaint filed: September 30, 2021
Trial date: Not set

On February 10, 2023 in Department 25 of the Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, California, 95814, Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), and the Class and PAGA Action Settlement Agreement, ("Agreement"), filed with this Court on August 18, 2022, came on for hearing.

Having received and considered the Agreement, the supporting papers, evidence and argument received by the Court with the Motion for Preliminary Approval of Class Action Settlement, and evidence and argument received by the Court with the Motion for Order Granting Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action Settlement was sent to each Class Member by first-class United States mail, informing the Class of the Settlement terms, right to receive a Settlement Payment without taking any action, comment on or object to the Settlement, and appear in person or by counsel and be heard at the final approval hearing. Adequate periods of time were provided for each of these procedures.

2. No Settlement Class Member filed a written objection to the proposed Settlement or stated an intention to appear at the final approval hearing.

3. Twenty-six (26) Class Members have submitted Requests for Exclusion as follows: Rhonda Wallace, Debra Jo Ruth, Eliseo Elizarraraz, Connie Alvarado, Nicolas Ramirez, Samantha Hudson, Gloria Capangan, Charlotte Rebecca Brooks, Francisco Buendia, Linda Lockman, Deborah Lynn Soto, Minh-Ngoc Nguyen, Sharon Valdez, Cosimo Cricchio, Bradley Little, Ester Salas, Michael Williams, Jackie Thao Nguyen, Gail Gutierrez, Lydia Torres, Sharman Grant, Denisse Naylonnavarette, Emmanuel Nkuyata Kantirro, Gillian Mangiapane, Andrew Ong, and Jennifer Heydon.

4. The Court finds and determines this notice procedure afforded adequate protections to the Class and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and

determines the notice provided in this case was the best notice practicable, which satisfies the requirements of law and due process.

5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-defined community of interest among Class Members with respect to the subject matter of the class action; (c) the claims of the Class Representative are typical of Class Members' claims; (d) the Class Representative has and will fairly and adequately protect Class Members' interests; (e) a class action is superior to other available methods for efficient adjudication of this controversy in the context of settlement; and (f) counsel of record for the Class Representative are qualified to serve as Counsel for the Class.

6. The Court confirms certification, for settlement purposes only, of a Class defined as: individuals who, as non-exempt Costco Wholesale Corporation employees in California during the Settlement Period of September 30, 2017 through July 6, 2022, (a) earned wages at more than one rate during a week when they took paid sick leave, (b) took paid sick leave at any time during the period March 2, 2020 through February 28, 2021, or (c) took sick leave at any time during the six-month measuring period prior to receiving an Extra Check. Provided, however, that an individual who would otherwise be a Class Member is not a Class Member if that individual has sued Defendant Costco Wholesale Corporation on any claim to be released or precluded as part of this Agreement, or to the extent that the individual worked at any of Costco's distribution centers, known as Depots, in Tracy and Mira Loma, California.

7. For settlement purposes, Aggrieved Employees are defined as: all Class Members who took paid sick leave during the period September 30, 2020 to July 6, 2022 ("PAGA Period").

8. The Court finds and determines the terms set forth in the Agreement are fair, reasonable, and adequate and, having found the Settlement was reached as a result of informed and non-collusive arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to effectuate the Settlement according to the Agreement's terms. The Court finds the Parties conducted extensive investigation, research, and informal discovery, and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds

1 that settlement will enable the Parties to avoid additional and potentially substantial litigation
2 costs, as well as delay and risks if litigation continued.

3 9. The Court finds and determines the terms of the Settlement are fair, reasonable and
4 adequate to the Class and each Class Member, the Settlement is ordered finally approved, and all
5 terms of the Agreement should be and are ordered to be consummated.

6 10. The Court finds and determines that the Settlement Payments to be paid to
7 Participating Settlement Class Members and Aggrieved Employees as provided for by the
8 Settlement are fair and reasonable. The Court grants final approval to and orders the payment of
9 those amounts be made to the Participating Settlement Class Members and Aggrieved Employees
10 in accordance with the Agreement.

11 11. The Court finds and determines fees and expenses to administer the Settlement
12 incurred by Atticus Administration, LLC, of \$128,682.00 are fair and reasonable. The Court
13 grants final approval to and orders payment of that amount in accordance with the Agreement.

14 12. The Court finds and determines the Class Representative Service Payment of
15 \$10,000.00 to Plaintiff Rebecca De Benning is fair and reasonable, and orders the Administrator
16 to make this payment in accordance with the terms of the Agreement.

17 13. The Court finds and determines payment to the California Labor and Workforce
18 Development Agency of \$225,000.00 as its share of the Settlement of civil penalties under the
19 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval
20 to and orders that amount be paid in accordance with the Agreement.

21 14. The Court awards Class Counsel attorneys' fees of \$3,000,000.00 and litigation
22 costs of \$18,335.00. The Court finds such amounts to be fair and reasonable. The Court orders
23 the Administrator to make these payments in accordance with the Agreement.

24 15. Without affecting the finality of this Order or the entry of judgment in any way,
25 the Court retains jurisdiction of all matters relating to the interpretation, administration,
26 implementation, effectuation, and enforcement of this Order and the Agreement.

27 16. The Settlement is not an admission of liability by Defendant Costco Wholesale
28 Corporation or any Released Party, nor is this Order or the entry of judgment a finding any claim

1 in the Actions against Defendant is valid. Neither this Order or the entry of judgment, nor the
2 Settlement, may be construed as, or used as an admission of any fault, wrongdoing or liability by
3 Defendant or any Released Party. Entering or carrying out the Settlement, and related
4 negotiations, shall not be offered in evidence against Defendant or Released Parties in any action
5 or proceeding in any court, administrative agency or other tribunal for any purpose other than to
6 enforce this Order or Judgment of Settlement. Notwithstanding these restrictions, any Released
7 Party may file in the Action or any proceeding, this Order or Judgment, the Settlement, or any
8 papers on file in the Action, to support a defense of res judicata, collateral estoppel, release, or
9 other theory of claim or issue preclusion or similar defense.

10 17. Plaintiff and Participating Settlement Class Members fully release Defendant, and
11 all of Defendant's present and former subsidiaries, affiliates, and joint ventures, and all of
12 Defendant's shareholders, officers, directors, employees, agents, servants, registered
13 representatives, attorneys, insurers, successors and assigns, and any other persons acting by
14 through, under or in concert with any of them ("Releasees") from any and all claims, debts,
15 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages,
16 action or causes of action of whatever kind or nature, whether known or unknown, contingent or
17 accrued, that were alleged or that reasonably could have been alleged based on the facts alleged
18 in the Action, as amended, including, but not limited to, any claims for unpaid sick pay, "waiting
19 time" penalties, and claims under the applicable Wage Order and Labor Code sections 201-203,
20 245-246, as well as claims under Business and Professions Code section 17200 et seq., and Labor
21 Code section 2698 et seq. based on alleged violations of these Labor Code provisions.

22 18. Plaintiff, on behalf of herself, the State of California, and all Aggrieved
23 Employees, relinquishes all rights to PAGA claims with respect to any alleged failure during the
24 PAGA Period to comply with the Labor Code, and covenants not to participate in any actions,
25 lawsuits, proceedings, complaints, or charges in any court or before any administrative body
26 against any Released Party related to any claims that Plaintiff brought or could have brought under
27 the facts she has alleged in this Action.

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1 19. Nothing in this Order shall preclude any action to enforce the Parties' obligations
2 under the Agreement or this Order, including Defendant's obligation to make payments to
3 Participating Settlement Class Members and Aggrieved Employees set forth in the Agreement.

4 20. The Court enters final judgment in accordance with the terms of the Agreement,
5 the Court's Preliminary Approval Order, and this Order.

6 21. The Judgment once entered shall constitute a judgment for purposes of California
7 Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this Order,
8 judgment shall be entered within the meaning and for purposes of Code of Civil Procedure §§ 577
9 and 904.1(a), and the Plaintiff/Class Representative and Participating Settlement Class Members
10 shall take nothing from Defendant Costco Wholesale Corporation except as expressly set forth in
11 the Agreement.

12 22. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
13 to the Class Members with the posting of the Final Approval Order and this Judgment on the
14 Settlement Administrator's website, www.CostcoWageAndHourSettlement.com.

15 23. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
16 Order and Judgment to the California Labor and Workforce Development Agency within 10 days
17 after entry of the Judgment.

18 24. The Parties will bear their own costs and attorneys' fees except as otherwise
19 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

20 25. The Court sets a Compliance Hearing for _____, 2023;
21 the Administrator's declaration regarding its work and final disbursements will be filed with the
22 Court five (5) court days before the hearing.

23 IT IS SO ORDERED.

24
25 Date: _____

The Honorable Jill H. Talley
Judge of the Superior Court