

JUN 14 2023

BY 
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Attorneys for Plaintiff Orlando Sanchez

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

ORLANDO SANCHEZ, individually, and on
behalf of all others similarly situated,

Plaintiff.

vs.

M & G JEWELERS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendant

Case No.: CIVSB2124508

*[Assigned for all Purposes to the Hon.
Donald Alvarez, Dept. S-23]*

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with the Notice of Motion, Motion for
Final Approval, and the Declarations of Kane
Moon, Plaintiff Sanchez, and ILYM Group in
Support of Motion]*

FINAL APPROVAL HEARING:

Date: June 14, 2023

Time: 9:30 a.m.

Dept.: S-23

Judge: Donald Alvarez

Complaint filed: August 23, 2021

Trial Date: Not Set

1 On February 9, 2023, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement reached between Plaintiff Orlando Sanchez
3 ("Plaintiff") and Defendant M & G Jewelers, Inc. ("Defendant") (together, the "Parties") in
4 resolution of the above-caption litigation (the "Litigation"). The Court now has before it
5 Plaintiff's Proposed Order and Judgment for final approval of the Joint Stipulation of Class
6 Action Settlement (the "Settlement Agreement"), attached to the Declaration of Kane Moon in
7 Support of Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 1.

8 Due and adequate notice having been given to Class Members, and the Court having
9 reviewed and considered Plaintiff's Motion for Final Approval of Class Action Settlement, the
10 supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto,
11 and the record in this Litigation, and good cause appearing, **IT IS HEREBY ORDERED,**
12 **ADJUDGED, AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement Agreement.

15 2. A final approval hearing was held on the question of whether the proposed
16 Settlement Agreement, attorneys' fees and costs to Class Counsel, the class representative
17 service payment, payment for settlement administration costs, and the PAGA Allocation to the
18 California Labor and Workforce Development Agency (the "LWDA") should be finally
19 approved as fair, reasonable, and adequate as to Class Members.

20 3. The Court finds that the Settlement Agreement appears to have been made and
21 entered into in good faith, the terms of which are fair, reasonable, and adequate, and therefore
22 meets the requirements for final approval. The Court approves the Settlement Agreement, as set
23 forth below.

24 4. By operation of this final Order and Judgment and Defendant's payment of all sums
25 due under the Settlement Agreement, and except as to such rights or claims as may be created by
26 this Settlement, the Class Representatives, the Class and each Class Member who has not submitted
27 a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA
28 Employee, regardless of whether they have requested exclusion from the Settlement of Class

1 claims. will release claims as follows:

2 a. **Identity of Released Parties.** The released parties are Defendant, and each of
3 its/their former and present direct and/or indirect owners, dba's, affiliates, parents.
4 subsidiaries, brother and sister corporations, divisions, related companies.
5 successors and predecessors, and current and former employees, attorneys, officers.
6 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries.
7 subrogees, executors, partners, privies, agents, servants, insurers, representatives.
8 administrators, employee benefit plans, and assigns of said entities (collectively
9 "Releasees").

10 b. **Date Release Becomes Effective.** The Released Claims and Released PAGA
11 Claims will be released upon the later of (1) the Settlement's Effective Date, or (2)
12 the satisfaction of Defendant's obligation to provide to the Settlement Administrator
13 a sum in the amount required to satisfy all required payments and distributions
14 pursuant to this Settlement and the Order and Judgment of final approval. Class
15 Members will not release the Released Claims or Released PAGA Claims until both
16 the Effective Date of the Settlement has occurred, and Defendant has paid all
17 amounts owing under the Settlement.

18 c. **Claims Released by Settlement Class Members.** Each and every Class Member,
19 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
20 submitted a timely and valid Request for Exclusion (which will not effectuate an
21 opt-out from the release of Released PAGA claims), hereby releases Releasees from
22 the following claims for the entire Class Period:

23 i. any and all claims stated in the Action, or that could have been stated based
24 on the facts alleged in the Action, including but not limited to all state wage
25 and hour claims (including all claims under the California Labor Code) for
26 unpaid wages, minimum wage, overtime, off-the-clock work, meal periods,
27 rest periods, wage statement violations, interest, penalties, and attorneys'
28 fees, waiting time penalties, withholding from wages and the related

provisions of the Labor Code including but not limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order ("Released Claims").

d. Class Members acknowledge and agree that California Labor Code section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows: An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

e. **Claims Released by the Class, Including the PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

5. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

6. The Court certifies, for settlement purposes only, the following Class (the "Settlement Class"): "All non-exempt employees of Defendant who worked for Defendant in California at any time from August 23, 2017 to November 7, 2022." Excluded from the Settlement Class are all persons who properly and timely elected to opt out.

7. The deadline to request exclusion from the Settlement or to submit written objections to the Settlement was May 13, 2023. No requests for exclusion or written objections were received.

8. The Notice of Proposed Class Action Settlement (the "Notice"), which was attached to the Settlement Agreement as Exhibit A and provided to the Class pursuant to the plan for distribution described under the Settlement Agreement, conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the

1 matters set forth therein to Class Members. The Notice fully satisfied the requirements of due
2 process and provided sufficient notice to all persons entitled thereto.

3 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
4 and the methodology used to calculate Settlement Payments to Settlement Class Members and
5 PAGA Employees are fair and reasonable, and authorizes the Settlement Administrator to pay
6 settlement allocations in accordance with the terms of the Settlement Agreement. Defendant
7 shall pay into a common fund the total of \$495,000.00 (the "Gross Settlement Amount") to
8 resolve this Litigation. Defendant shall fund the Gross Settlement Amount, plus an amount to
9 cover the employer-side payroll taxes on the wage portion of the Settlement Awards as
10 calculated by the Settlement Administrator, 21 days after the Effective Date, as that term is
11 defined in the Settlement Agreement, ~~but no earlier than February 1, 2023~~. Settlement Payments
12 to Settlement Class Members shall be distributed within 14 calendar days after the funding and
13 in accordance with the terms of the Settlement Agreement.

14 10. A total amount of \$40,000.00 shall be allocated to penalties under the Private
15 Attorneys General Act of 2004 ("PAGA"), and distributed as follows: 25% (i.e., \$10,000.00) to
16 the PAGA Employees and 75% (i.e., \$30,000.00) to the LWDA. The LWDA's claims for civil
17 penalties pursuant to PAGA are hereby extinguished.

18 11. The Court confirms the appointment of Orlando Sanchez as Class Representative.
19 In addition to any recovery that Plaintiff is eligible to receive under the Settlement Agreement
20 as a Settlement Class Member, the Court approves and orders a service payment in the amount
21 of \$10,000.00 from the Gross Settlement Amount to Plaintiff for his role and service as Class
22 Representative, for the risks and work attendant to that role, and for his general release of
23 claims.

24 12. The Court confirms the appointment of Moon & Yang, APC as Class Counsel, as
25 they are experienced in wage-and-hour class action litigation, have no conflicts of interest with
26 Plaintiff or Class Members, and have adequately represented Class interests. The Court
27 approves and orders the payment to Class Counsel from the Gross Settlement Amount for
28 reasonable attorneys' fees not to exceed one-third (33 1/3%) of the Gross Settlement Amount

1 (i.e., \$165,000.00). as well as \$15,216.75 for costs actually incurred in litigation expenses. The
2 Court finds that the fees amount is reasonable in light of the benefit provided to the Class.

3 13. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
4 Administrator. The Settlement Administrator has fulfilled its initial notice and reporting duties
5 owed under the Settlement Agreement. The Court approves and orders the payment of
6 \$10,000.00 from the Gross Settlement Amount to ILYM Group, Inc. for the costs of settlement
7 administration.

8 14. In accordance with California Rule of Court 3.771(b), notice of this final Order and
9 Judgment will be given to the Class by the Settlement Administrator who will post the final Order
10 and Judgment on a website maintained by the Settlement Administrator for a period of not less
11 than 90 calendar days after the final Judgment is entered. The address of that website was included
12 in the Notice of Proposed Class Action Settlement.

13 15. This final Order and Judgment is intended to be a final disposition of the Litigation
14 in its entirety and is intended to be immediately appealable.

15 16. The Court shall retain jurisdiction over the Parties with respect to all matters related
16 to the administration and consummation of the Settlement Agreement and any and all claims
17 asserted in, arising out of, or related to the subject matter of the Litigation, including but not limited
18 to all matters related to the Settlement Agreement and the determination of all controversies
19 relating thereto.

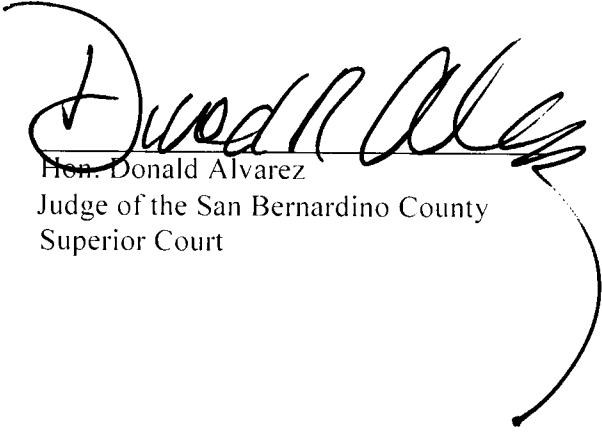
20 17. The Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
21 Settlement, and ORDERS final judgment to be entered in accordance with the terms herein.

22 18. The Settlement Agreement is finally approved but is not an admission by Defendant
23 of the validity of any claims in this Litigation, or of any wrongdoing by Defendant or of any
24 violation of law. Neither the Settlement Agreement nor any related document shall be offered or
25 received in evidence in any civil, criminal, or administrative action or proceeding other than such
26 proceedings as may be necessary to consummate or enforce the Settlement Agreement. The
27 obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties
28 are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

1 19. The Court sets a Non-Appearance Hearing (Case Review) re: Distribution on
2 03-11, 2024 at 9:00 a.m. in Department S-23. Class Counsel is ordered to file a
3 final report and declaration by the Settlement Administrator regarding settlement distribution no
4 later than 03-06-2024. No appearance is required at the Case Review if the
5 Settlement Administrator's declaration filed prior to the hearing reports that all the distributions
6 under the Settlement Agreement are complete.

7
8 **IT IS SO ORDERED.**

9 DATE: 6/14/23


Hon. Donald Alvarez
Judge of the San Bernardino County
Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On May 22, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION**
10 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

11 X by E-mailing ____ the original X a true copy to the following:

12 Alexander Medina
13 Kyle Owen
14 **MEDINA MCKELVEY LLP**
15 925 Highland Pointe Drive, Ste. 300
16 Roseville, California, 95678
17 alex@medinamckelvey.com
18 kyle@medinamckelvey.com
19 samantha@medinamckelvey.com
20 jenelle@medinamckelvey.com
21 andrew@medinamckelvey.com

22 *Attorneys for Defendant M & G Jewelers, Inc.*

23 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
24 California, by e-mail delivery on the parties listed herein at their most recent known e-
25 mail address or e-mail of record in this action.

26 X (State) I declare under penalty of perjury under the laws of the State of California
27 that the above is true and correct.

28 Executed on May 22, 2023, at Los Angeles, California.

Ximena Reyes

/s/ Ximena Reyes

Name

Signature