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VENTURA SUPERIOR COURT

01/19/23

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VENTURA SUPERIOR COURT

FILED

04/25/2023

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Executive Officer and Clerk

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Attorneys for Plaintiffs, the Putative Class, the LWDA, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ELIZABETH BARRAGAN AND
ROSALINDA GUZMAN, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

Plaintiffs,

v.

NATROL, LLC, a Delaware Limited Liability
Company and VYTALOGY WELLNESS,
LLC, a Delaware Limited Liability Company.

Defendants.

Case No.: 56-2022-00567731-CU-OE-VTA
Judge: Honorable Benjamin Coats

~~PROPOSED~~
FINAL JUDGMENT

March 2,
Date: ~~February 28,~~ 2023
Time: 8:20 a.m.
Dept.: 43

1 1. On February 28, 2023, the Court entered an Order Granting Motion for Final Approval
2 of the Class Action Settlement (the "Final Approval Order") between Plaintiffs Elizabeth Barragan
3 and Rosalinda Guzman ("Plaintiffs"), individually and on behalf of all others similarly situated, and
4 Defendants Natrol, LLC and Vytalogy Wellness LLC ("Defendants") (collectively, the "Parties"). As
5 set forth in the Court's Final Approval Order, all settlement Class Members except for the three opt-
6 outs are hereby bound by the Final Approval Order and the terms of the Parties' Joint Stipulation and
7 Settlement Agreement of Class Action and PAGA Claims (the "Settlement" or "Settlement
8 Agreement"). A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Craig
9 J. Ackerman in Support of the Motion for Preliminary Approval of Class Settlement filed on August
10 26, 2022.

11 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

12 2. All defined terms herein shall have the same meaning as defined in the Settlement
13 Agreement, which is incorporated herein by reference in its entirety.

14 3. The "Class" or "Class Members" refers to Plaintiffs and all individuals: (1) who were
15 employed by Natrol as non-exempt hourly-paid employees and worked at least one shift in California
16 from June 1, 2018 through December 31, 2021; or (2) who are or were employed by Vytalogy from
17 January 1, 2022 through May 1, 2022. ("Settlement Class Members").

18 4. The Class consists of 533 participating Class Members.

19 5. Defendants shall fund the settlement in the gross amount of **\$420,000.00** (plus any
20 applicable employer-side payroll taxes) in accordance with the terms of the Settlement Agreement and
21 the allocations set forth in the Final Approval Order.

22 6. Consistent with the Settlement Agreement, upon the final approval by the Court of the
23 Settlement, all Class Members, except for the three individuals who requested exclusion from the
24 settlement, shall release Defendants and all of their former and present parents, subsidiaries,
25 successors, related and affiliated corporations and entities, and each of their respective officers,
26 directors, shareholders, members, employees, partners, attorneys, contractors, owners, insurers,
27 representatives, agents, predecessors, successors, and assigns from any and all wage-and-hour claims
28 of every nature or description that arise from those asserted or could have been asserted in the

1 Complaint during the Class Period based on the same factual predicate ("Class Released Claims").
2 These Class Released Claims include claims of or related to: (1) failure to pay minimum wages; (2)
3 failure to pay overtime wages; (3) unpaid meal and rest period premiums; (4) failure to provide
4 complete and accurate wage statements; (5) failure to pay final wages; (6) failure to pay timely wages;
5 and (7) failure to reimburse business expenses; and (8) UCL violations; and (9) PAGA penalties. The
6 Class Released Claims include claims brought under California Labor Code sections 201-204, 206.5,
7 210, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and
8 2802, California Business and Professions Code sections 17200-17208, the Industrial Welfare
9 Commission Wage Order, and the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The Class
10 Released Claims include claims for wages, statutory penalties, or other relief under the California
11 Labor Code, relief from unfair competition under California Business and Professions Code section
12 17200 et seq.; attorneys' fees and costs; and interest.

13 7. The following individuals have timely opted out and are not subject to the terms of the
14 settlement and this judgment: Teresa Posito, Rosa Maria Vazquez, and William Rains. The three
15 individuals who requested exclusion are still bound by the release of PAGA claims as contemplated in
16 the Settlement.

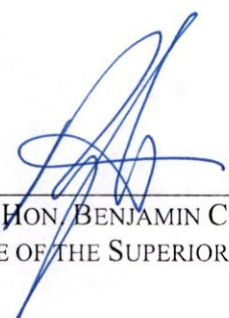
17 8. The Court retains continuing jurisdiction over the Action and the Settlement, including
18 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
19 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
20 Judgment matters as may be appropriate under court rules or applicable law.

21 9. This Final Judgment is intended to be a final disposition of the above captioned action
22 in its entirety, and is intended to be immediately appealable. This Judgment resolves and extinguished
23 all claims released by the Settlement Agreement against Defendants. Nothing in this Final Judgment
24 is or may be deemed to be an admission by Defendants, nor is the Judgment a finding of the validity
25 of any allegations or of any wrongdoing by Defendants. Neither the Judgment, Order, the Settlement
26 Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement
27 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
28 concession, or liability whatsoever by or against Defendants.

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FINAL JUDGMENT IS HEREBY ENTERED.

DATED: 03/02/2023



HON. BENJAMIN COATS
JUDGE OF THE SUPERIOR COURT