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Attorneys for Plaintiff and the proposed class

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

MAYRA MORALES, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV000095

[Case Assigned for All Purposes to Hon.
Cynthia P. Smith in Dept. A]

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

Date: June 6, 2023
Time: 8:30 AM
Dept.: A

Complaint Filed: January 27, 2022
FAC Filed: April 4, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Mayra Morales (“Class Representative” or “Plaintiff”) against Defendant EUROSTAMPA
4 CALIFORNIA LLC (“Defendant”). The Motion for Final Approval of Class Action Settlement
5 came before this Court, on June 6, 2023.

6 **WHEREAS**, Judge granted preliminary approval of the Stipulation for Settlement of Class
7 and Representative Action (“Settlement Agreement” or “Settlement”), attached to the
8 concurrently-filed Declaration of Liane Katzenstein Ly as Exhibit “1”, on January 11, 2023.

9 **WHEREAS**, Plaintiff Mayra Morales has applied to the Court for an order granting final
10 approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
12 proposed Settlement Agreement and for entry of an Order of Final Approval and entry of final
13 judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of
14 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of
15 Liane Katzenstein Ly, Mayra Morales, and Makenna Snow of ILYM Group, Inc.; and the
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement Agreement;

20 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
21 consistent and in compliance with California Code of Civil Procedure, the California and United
22 States Constitutions (including the due process clauses), the California Rules of Court and any
23 other applicable law, and in the best interest of each of the Parties and the Settlement Class
24 Members and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
28 Members, except those who timely and properly filed Request for Exclusion, as well as their heirs,

1 executors and administrators, successors and assigns.

2 5. There are two (2) valid requests for exclusion.

3 6. There are no objectors to the Settlement Agreement.

4 7. It is ordered that the Settlement Class is certified for settlement purposes only. The
5 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Settlement Agreement: (i) there
7 are questions of law and fact common to the Settlement Class Members which, as to the Settlement
8 Agreement and all related matters, predominate over any individual questions; (ii) the Claims of
9 Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating,
10 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's Attorneys have
11 fairly and adequately represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that
14 was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
15 pendency of the Action, their right to object to or exclude themselves from the proposed Settlement
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
18 met all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitution (including the Due Process Clause), the California Rules of Court and
20 any other applicable law.

21 9. The Settlement Class is hereby made final. The Settlement Class is defined as:
22 "all non-exempt employees who are employed or have been employed by Defendant in the State
23 of California who worked one or more pay periods from August 2, 2017 to December 15, 2022,
24 or the date the Court grants preliminary approval of the settlement, whichever comes first." The
25 "Class Period" is August 2, 2017 to December 15, 2022.

26 10. The PAGA Group Members are hereby made final. The PAGA Group Members
27 are defined as "all non-exempt employees who are employed or have been employed by
28 Defendant in the State of California who worked one or more pay periods from February 1, 2021

1 to December 15, 2022, or the date the Court grants preliminary approval of the settlement,
2 whichever comes first.” The “PAGA Period” is February 1, 2021 to December 15, 2022.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
4 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
5 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
6 carry out the Settlement, shall be construed or deemed an admission of liability, culpability,
7 negligence, or wrongdoing on the part of Defendant.

8 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
9 each Settlement Class Member shall fully release and discharge the Released Parties
10 pursuant to the following release and expressly waive and relinquish any and all claims,
11 rights or benefits that they may have under California Civil Code § 1542, which provides:

12 any and all claims, debts, liabilities, demands, obligations, penalties,
13 premium pay, guarantees, costs, expenses, attorney’s fees, damages,
14 actions or causes of action of whatever kind or nature, whether
15 known or unknown, contingent or accrued, under any legal theory
16 under federal and state law that are alleged in the Action, or could
17 have been alleged in the Action based on the facts alleged therein,
18 for any alleged failure to pay all wages due (including minimum
19 wage and overtime wages), regular rate calculations, failure to pay
20 for all hours worked failure to provide meal and rest periods,
21 short/late meal and rest periods, failure to relieve of all duties during
22 meal and rest periods, failure to timely pay wages and final wages,
23 failure to properly calculate the regular rate of pay, expense
24 reimbursement claims, failure to furnish accurate wage statements
25 including claims derivative and/or related to these claims, liquidated
26 damages, record-keeping violations, failure to pay waiting time
27 penalties that occurred during the Class Period. This Release shall
28 include all claims and theories that are alleged in the Action, or
could have been alleged in the Action based on the facts alleged
therein arising under the California Labor Code, wage orders, and
applicable regulations, including Labor Code Sections 201, 202,
203, 226(a), 226,7, 510, 512, 1194, 1194,2, 1199, and 2802 as well
as claims under Business and Professions Code section 17200 et
seq., and/or Labor Code Sections 2698 et seq. based on alleged
violations of the above Labor Code provisions. The release of claims
shall include a Civil Code Section 1542 release as to the released
claims only. The release shall expressly exclude all other claims,
including claims for vested benefits under ERISA or Taft- Hartley
plans, wrongful termination, unemployment insurance, disability
insurance. Social Security, workers’ compensation, and class claims
outside of the class period.

13. Plaintiff and all Settlement Class Members who have not been timely and properly

1 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
2 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
3 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
4 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
5 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
6 Members into a separate class for purposes of pursuing as a purported class action (including by
7 seeking to amend a pending complaint to include class allegations, or by seeking class certification
8 in a pending action) any lawsuit based on or relating to the Released Claims;

9 14. The Settlement Agreement provides that the Gross Fund Value is one hundred and
10 fifty five thousand dollars and zero cents (\$155,000.00). The Net Settlement Amount shall be
11 determined according to the terms of the Settlement Agreement.

12 15. The Court orders the calculations and the payments to be made and administered in
13 accordance with the terms of the Settlement Agreement.

14 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
15 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
16 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

17 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
18 attorneys' fees award provided for under the proposed Settlement Agreement to be fair and
19 reasonable in light of all the circumstances and is hereby granted. Of the Gross Fund Value,
20 \$51,666.67 shall be paid for attorney fees and \$4,000.00 shall be paid for litigation costs.

21 18. The unopposed application of Class Counsel for an enhancement payment to
22 Plaintiff is hereby granted. Of the Gross Fund Value, a \$5,000.00 Class Representative
23 Enhancement Payment shall be allocated to Class Representative Mayra Morales.

24 19. The unopposed application of Class Counsel for claims administration fees to
25 ILYM Group, Inc. is hereby granted. Of the Gross Fund Value, \$12,000.00 shall be paid for
26 settlement administration fees.

27 20. Defendant shall have no further liability for costs, expenses, interest, attorneys'
28 fees, or for any other charge, expense, or liability, except as provided for in the Settlement

1 Agreement.

2 21. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
3 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
4 Agency (“LWDA”) in the amount of \$7,500.00. The Court further directs that the remaining 25%
5 of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
6 for distribution to the Settlement Class Members.

7 22. If a Settlement Class Member does not cash his or her settlement check within 180
8 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of
9 California Office of the Controller in the name of the class member who did not cash his or her
10 Individual Settlement Payment check.

11 23. Defendant shall have no further liability for costs, expenses, interest, attorneys’
12 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
13 Agreement.

14 24. The Court hereby grants and authorizes the Parties, without further approval from
15 the Court, to agree to and to adopt such amendments, modifications and expansions of this
16 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
17 do not limit the rights of Settlement Class Members under the Stipulation.

18 25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
19 shall retain jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
20 administration and enforcement of the terms of the Settlement of this action to enforce the terms
21 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
22 continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
23 administration and enforcement of the Settlement. Any disputes or controversies arising with
24 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
25 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
26 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
27 of the Settlement Agreement.

28 26. This Final Order shall constitute a final judgment.

1 27. The Court hereby dismisses the action (including all individual claims and Released
2 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
3 the Settlement Agreement.

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5 **DATED:** _____
6 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 8, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

William Zev Abramson, Esq.
ABRAMSON LABOR GROUP
3580 Wilshire Blvd., Ste 1260
Los Angeles, CA 90010-2513
wza@abramsonlabor.com

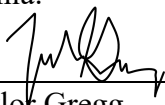
Andrew M. McNaught, Esq.
Robin E. Devaux, Esq.
SEYFARTH SHAW LLP
560 Mission Street., Ste 3100
San Francisco, CA 94105-2930
amcnaught@seyfarth.com
rdevaux@seyfarth.com

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 8, 2023, at Los Angeles, California.



Taylor Gregg