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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KRISTINA REYES, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

BACKPACK BOYZ LOS ANGELES,
LLC; LOS ANGELES INDUSTRY, INC.,
and DOES 1-100, inclusive,

Defendants.

Case No.: 22STCV05435

CLASS and REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT and ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT and ATTORNEYS' FEES and
COSTS**

Assigned For All Purposes to the Honorable
William Highberger (Dept. 10)

Date: August 18, 2023
Time: 10:00 a.m.
Location: Dept. 10 (Hon. William Highberger)

Plaintiff Kristina Reyes ("Plaintiff"), individually, and on behalf of similarly situated persons, and Defendant Defendant Backpack Boyz Los Angeles LLC; Los Angeles Industry, Inc., ("Defendant" or "Backpack Boyz")(or together with the Plaintiff, the "Parties") reached a class action and PAGA settlement, upon the terms and conditions set forth in the Parties' Joint Stipulation of Class Action Settlement and Release and later an amended version ("*Amended Settlement Agreement*"), a copy of which was attached to the February 15, 2023 Supplemental Declaration of Matthew S. DaVega filed with the Court subsequently to Plaintiffs' Notice of Motion and Unopposed Motion for Preliminary Approval of Class Settlement ("Preliminary Approval").

1 On April 26, 2023, the Court issued its Order Granting Preliminary Approval of Class
2 Settlement ("Preliminary Approval Order").

3 Due and adequate notice having been given to the Class Members, as defined below,
4 and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval of
5 Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings
6 had herein and any written objections/disputes received regarding the proposed Settlement, and
7 having reviewed the record in the Action, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 **RECITALS**

10 1. On July 26, 2023, Plaintiff filed an unopposed Motion for Final Approval of
11 Class Settlement, Class Representative Enhancement Award, Settlement Administrator Costs
12 and Class Counsel's Attorneys Fees and Costs.

13 2. On August 18, 2023 the Court held a Final Approval/Fairness Hearing related to
14 the proposed Class and PAGA Settlement.

15 **FINDINGS**

16 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
17 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature
18 of the claims and the risks inherent in such claims, the good result obtained, Defendant's
19 potential liability, and the fact that this settlement represents a compromise of the Parties'
20 respective positions rather than the result of a finding of liability at trial. The Court further
21 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
22 preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered
23 into in good faith.

24 4. **Class Notice:** The Court additionally notes the significant benefits to the Class
25 Members under the Settlement Agreement, and finds that the distribution of the Class Notice of
26 Settlement to the Class Members as set forth in the Settlement Agreement has been completed
27 in conformity with the Settlement Agreement and order granting preliminary approval of the
28 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
about the case, including the proposed settlement terms as set forth in the Settlement

1 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The
2 Notice of Class Settlement was sent via first class U.S. Mail to all persons entitled to such
3 notice and to all Class Members. As executed, the Notice of Class Settlement was the best
4 notice practicable under the circumstances.

5 **ORDER**

6 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement upon
7 the terms and conditions set forth in the Settlement Agreement.

8 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
9 following class.

10 The settlement class is defined as:

11 “All current and former non-exempt employees who worked for
12 Defendants in the State of California from February 14, 2018, through
13 the date the Court grants preliminary approval of the Settlement,
14 including but not limited to individuals holding the job titles of
15 Budtenders, Cashiers, Inventory Managers, Joint Rollers, Managers,
16 Floor Lead, Floater, and Receptionist.” (*Amended Settlement*
17 *Agreement* §1.1)

18 “Class Period” refers to the period of time from February 14, 2018
19 through the date the Court grants preliminary approval of the
20 Settlement. As a practical matter, there were no shifts worked by any
21 Class Member prior to March 10, 2021.” (*Amended Settlement*
22 *Agreement* §1.7)

23 “Settlement Class” is defined to mean those Class Members who have
24 not “opted out” of the Class Settlement by submitting a timely and valid
25 Request for Exclusion. (*Amended Settlement Agreement* §1.35).

26 7. **Class Representative:** The Court hereby appoints Kristina Reyes as Class
27 Representative, for settlement purposes only.

28 8. **Class Counsel:** The Court hereby appoints Matthew S. Da Vega of Da Vega
Fisher Mechtenberg LLP as Class Counsel, for settlement purposes only.

9. **Implementation and Residual Monies:** The Court hereby orders the Parties to
implement the terms of the *Amended Settlement Agreement*, and directs Defendant to disburse
the funds pursuant to the terms of the Settlement and consistent with this Order and Judgment.
All uncashed settlement checks and any residual amounts of the Settlement Fund returned to
the Settlement Administrator, plus any accrued interest that has not otherwise been distributed

1 pursuant to order of the Court, shall be distributed as follows: Any settlement checks not
2 cashed after 180 days from the date of the class-wide distribution shall be void and the sums
3 correlating to those checks not cashed and any residual amounts shall be returned to the
4 Settlement Administrator and will be paid out per guidelines in California Code of Civil
5 Procedure section 384 in that within two hundred (200) calendar days after the checks are
6 mailed, pay the amount of the uncashed Individual Settlement Checks to the California State
7 Controller's Unclaimed Property Division in accordance with California Unclaimed Property
8 Law.

9 10. **Release:** All Class Members who did not "Opt-Out" of the Settlement shall be
10 bound by the releases provided in the *Amended* Settlement Agreement and Notice of Class
11 Settlement.

12 11. **Class Representative Enhancement Award:** The Court hereby approves a
13 Class Representative Enhancement Award in the amount of **\$10,000** to the Class
14 Representative to be paid out of the Settlement Amount.

15 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
16 reasonable attorneys' fees to Class Counsel in the amount of **\$116,655** and reimbursement of
17 costs and expenses they incurred in this matter in the amount of **\$25,000** to be paid out of the
18 Gross Settlement Amount.

19 13. **Settlement Administrator Costs:** The Court hereby approves an award of
20 **\$10,000** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

21 14. **PAGA Payments:** The Court hereby approves payment for civil penalties
22 under the Private Attorneys General Act of 2004 ("PAGA") in the amount of **\$35,000** (75% of
23 this amount [**\$26,250**] paid to the California Labor and Workforce Development Agency
24 ["LWDA"] and 25% to this amount [**\$8,750**] back to the PAGA group employees.

25 15. The Court notes that Defendant does not oppose these amounts, and finds these
26 amounts are fair and reasonable under the circumstances and under both the common fund
27 approach and lodestar approach.

28 16. A Compliance Status report shall be filed and served by _____.

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JUDGMENT

17. This Judgment is intended to be a final disposition of this action in its entirety, and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement and this Judgment.

IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED

DATED: _____

By: _____
Honorable William Highberger
Judge of the Superior Court