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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 BRYANT HARRIS; individually, and on
14 behalf of others members of the general public
15 similarly situated and on behalf of others
aggrieved employees pursuant to the
California Private Attorneys General Act,

16 Plaintiff,

17 vs.

18 TVI, INC. D/B/A SAVERS, VALUE
19 VILLAGE & VILLAGE DES VALEURS, an
unknown business entity; SAVERS, INC., an
20 unknown business entity; and DOES 1 through
100, inclusive,

21 Defendants.

Case No.: BC621403

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: December 10, 2019
Time: 11:00 a.m.
Department: SSC12

Complaint Filed: March 1, 2016
FAC Filed: May 31, 2016
SAC Filed: December 27, 2018
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the
2 above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
3 California 90012, on Plaintiff Bryant Harris' ("Plaintiff") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final
5 Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiff and Jackson Lewis P.C.
6 appeared on behalf of Defendants TVI, Inc. d/b/a Savers, Value Village & Village Des Valeurs
7 and Savers, Inc. ("Defendants").

8 On July 30, 2019, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
11 and PAGA Settlement and Release and Amendment No. 1 to Joint Stipulation of Class Action and
12 PAGA Settlement and Release (together "Settlement," "Agreement," or "Settlement Agreement"),
13 which together with exhibits annexed thereto, set forth the terms and conditions for settlement of
14 the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All individuals employed by Defendants in California as "exempt" Retail
28 Sales Managers at any time during the period from March 1, 2012 through
December 31, 2016 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC and Righetti Glugoski, P.C. (together, “Class
13 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length
14 negotiations between the parties; and that the terms of the Settlement are in all respects fair,
15 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
16 including evidence regarding the strength of Plaintiff’s case; the risk, expense, and complexity of
17 the claims presented; the likely duration of further litigation; the amount offered in the Settlement;
18 the extent of investigation and discovery completed; and the experience and views of Class
19 Counsel. The Court has further considered the absence of objections to the Settlement and
20 Requests for Exclusion submitted by Class Members. Accordingly, the Court hereby directs that
21 the Settlement be affected in accordance with the Settlement Agreement and the following terms
22 and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
27 timely and valid Request for Exclusion to the Settlement Administrator (“Participating Class
28 Members”) are bound by this Final Approval Order and Judgment.

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$5,983 is appropriate for the services performed and costs incurred and to be incurred for the notice
3 and settlement administration process. It is hereby ordered that the Settlement Administrator,
4 RG/2 Claims Administration LLC, shall issue payment to itself in the amount of \$5,983, in
5 accordance with the Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
7 the work performed by Plaintiff Bryant Harris on behalf of the Class. It is hereby ordered that the
8 Settlement Administrator issue payment in the amount of \$7,500 to Plaintiff Bryant Harris for his
9 Enhancement Payment, according to the terms set forth in the Settlement Agreement.

10 9. The Court finds that the allocation of \$20,000 toward penalties under the California
11 Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair, reasonable, and
12 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
13 Settlement Amount as follows: the amount of \$15,000 to the California Labor and Workforce
14 Development Agency, and the amount of \$5,000 to be included in the Net Settlement Amount for
15 distribution to Participating Class Members, according to the terms set forth in the Settlement
16 Agreement.

17 10. The Court finds that the request for an award of attorneys' fees in the amount of
18 \$122,500 to Class Counsel falls within the range of reasonableness, and the results achieved justify
19 the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
20 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue
21 payment in the amount of \$122,500 for attorneys' fees, in accordance with the Settlement
22 Agreement, as follows: \$79,625 to *Lawyers for Justice, PC* and \$42,875 to *Righetti Glugoski, P.C.*

23 11. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$28,918.91 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$28,918.91 to *Lawyers for Justice, PC*
26 for reimbursement of litigation costs and expenses.

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1 12. The Court hereby enters Judgment by which Participating Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice. Only those
4 Participating Class Members who cash, deposit, or otherwise negotiate their Individual Settlement
5 Payment check will be deemed to have opted in to the Action under the Fair Labor Standards Act
6 (“FLSA”) and to have thereby settled and released the Released Claims that arise under the FLSA.

7 13. It is hereby ordered that Defendant shall transfer the Maximum Settlement Amount
8 to the Settlement Administrator within twenty-one (21) calendar days after the Effective Date, in
9 accordance with the Settlement Agreement.

10 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to the Participating Class Members within seven (7) calendar days of the
12 funding of the Maximum Settlement Amount by Defendants, according to the methodology and
13 terms set forth in the Settlement Agreement.

14 15. It is ordered that funds associated with any and all Individual Settlement Payment
15 checks issued to Participating Class Members that are not cashed or deposited within one hundred
16 eighty (180) calendar days of issuance will be cancelled and the funds associated with such
17 cancelled checks shall be transmitted to The Alliance for Children’s Rights.

18 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
19 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
20 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
21 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
22 any dispute arising from or in connection with the distribution of settlement benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on RG/2 Claims
3 Administration LLC's website for a period of at least sixty (60) calendar days after the date of
4 entry of this Final Approval Order and Judgment. Individualized notice is not required.

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Dated: _____

HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

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