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

MELISSA GARCIA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

v.

WOLFORD AMERICA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07870

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

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

Date: October 30, 2023
Time: 9:00 a.m.
Department: SSC6

Complaint Filed: March 1, 2021
FAC Filed: October 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC-6 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Melissa Garcia's ("Plaintiff") Motion for Final Approval of Class Action And PAGA
4 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, And Class
5 Representative Service Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared
6 on behalf of Plaintiff, and O'Hagan Meyer appeared on behalf of Defendant Wolford America,
7 Inc. ("Defendant").

8 On May 18, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action (the "Action") in accordance with the Class Action and
11 PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Action.

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

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

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

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

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

26 All current and former hourly-paid and/or non-exempt employees who worked for
27 Defendant within the State of California at any time during the period from March
28 1, 2017 through May 18, 2023. ("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 Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate 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 (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
26 timely and validly opt out of the Class Settlement (“Participating Class Member”) are bound by
27 the Class Settlement and this order and judgment (“Final Approval Order and Judgment”), and the
28 State of California and all current and former hourly-paid or non-exempt employees who worked

1 for Defendant within the State of California at any time during the period from May 9, 2021
2 through May 18, 2022 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final
3 Approval Order and Judgement.

4 7. The Court finds that payment of Administration Expenses Payment in the amount
5 of \$5,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Administrator,
7 Simpluris, Inc., shall issue payment to itself in the amount of \$5,000.00, in accordance with the
8 terms and methodology set forth in Settlement Agreement.

9 8. The Court finds that the Class Representative Service Payment sought is fair and
10 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
11 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Melissa Garcia for his Class
12 Representative Service Payment, according to the terms and methodology set forth in the
13 Settlement Agreement.

14 9. The Court finds that the allocation of \$75,000.00 toward penalties under the
15 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
16 appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as
17 follows: the amount of \$56,250.00 to the California Labor and Workforce Development Agency,
18 and the amount of \$18,750.00 to Aggrieved Employees on a *pro rata* basis, according to the terms
19 and methodology set forth in the Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$131,250.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
24 \$131,250.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
25 set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$13,728.14 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Administrator issue payment in the amount of \$13,728.14 to Class Counsel for reimbursement of

1 litigation costs and expenses, in accordance with the terms and methodology set forth in the
2 Settlement Agreement.

3 12. The Court hereby enters Judgment by which Participating Class Members shall be
4 conclusively determined to have given a release of any and all Released Class Claims against the
5 Released Parties, and all Aggrieved Employees shall be conclusively determined to have given a
6 release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class
7 Notice.

8 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
9 an account established by the Administrator within twenty-one (21) calendar days after the
10 Effective Date, in accordance with the terms and methodology set forth in the Settlement
11 Agreement.

12 14. It is hereby ordered that the Administrator shall distribute Individual Class
13 Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved
14 Employees within ten (10) calendar days after Defendant funds the Gross Settlement Amount,
15 according to the methodology and terms set forth in the Settlement Agreement.

16 15. Each check issued to a Class Member and/or PAGA Employee for his or her
17 Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one
18 hundred and eighty (180) calendar days from the date of issuance of the check, and after this time
19 period, the check(s) shall be cancelled. The funds associated with checks issued to Participating
20 Class Members that have not been cashed or deposited within the 180-day period shall be
21 transmitted, pursuant to California Code of Civil Procedure section 384, to Legal Aid at Work.

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

27 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
28 Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and

Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: _____

HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT