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FILED

By Superior Court of California, County of San Mateo
ON 06/05/2025
By /s/ Correa, Haley
Deputy Clerk

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5/28/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Attorneys for Plaintiff William M. Amort, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

WILLIAM M. AMORT, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

ECCO RETAIL, LLC; ECCO USA,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 22-CIV-03050

*Assigned for All Purposes to:
Hon. Judge Don R. Franchi
Department 15*

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

1 This matter came on for hearing in the above-captioned Court on the Motion for Final
2 Approval of Class Action Settlement brought pursuant to California Rule of Court 3.769,
3 following this Court's Order Granting Preliminary Approval, and pursuant to the Parties' Class
4 Action and PAGA Settlement Agreement ("Settlement Agreement"), a copy of which was filed
5 in conjunction with the Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 the Parties, and the evidence and argument received by the Court in conjunction with the
8 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
9 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
10 AND MAKES THE FOLLOWING DETERMINATIONS:

11 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
12 each Class Member by first-class mail. These papers informed the Class of the terms of the
13 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
14 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
15 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
16 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
17 each of these procedures. No member of the Class filed written objection to the proposed
18 Settlement as part of this notice process or stated an intention to appear at the final approval
19 hearing.

20 2. The Court finds and determines that this notice procedure afforded adequate
21 protections to Class Members and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the responses of the Class. The Court finds and
23 determines that the notice provided in this case was the best notice practicable, which satisfied
24 the requirements of law and due process.

25 3. With respect to the Class and for purposes of approving this Settlement only, this
26 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
27 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
28 Class, and there is a well-defined community of interest among members of the Class with respect

1 to the subject matter of the Action; (c) the claims of Class Representative William M. Amort are
2 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
3 adequately protected the interests of the members of the Class; (e) a class action is superior to
4 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
5 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
6 Plaintiff in their individual and representative capacities for the Class.

7 4. The Court has certified a Class, as that term is defined in and by the terms of the
8 Settlement Agreement as all current and former non-exempt employees employed by ECCO
9 Retail LLC who worked in the state of California at any time during the Class Period of July
10 27, 2018 to August 12, 2023, and the Court deems this definition sufficient for purposes of
11 California Rule of Court 3.765(a).

12 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

13 6. The Court hereby confirms Plaintiff William M. Amort as the Class
14 Representative in this Action.

15 7. The Court finds and determines that the terms set forth in the Settlement
16 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
17 according to its terms, having found that the Settlement was reached as a result of informed and
18 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
19 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
20 were able to reasonably evaluate their respective positions. The Court also finds that the
21 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
22 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
23 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
24 value accorded to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Participating Class Member and that the
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
28 be and hereby are ordered to be consummated.

1 9. The Court hereby approves the Gross Settlement Amount of \$950,000.00.

2 10. The Court finds and determines that the Individual Settlement Payments to be paid
3 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 Participating Class Members in accordance with the Settlement Agreement.

6 11. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$50,000.00 as its share of the settlement of civil penalties in
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
9 that the payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administering the
11 Settlement incurred by Phoenix Settlement Administrators in the amount of \$11,500.00, are fair
12 and reasonable. The Court hereby gives final approval to and orders that the payment of that
13 amount in accordance with the Settlement.

14 13. The Court finds and determines the Class Representative Service Payment of
15 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
16 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
17 Settlement Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
20 in the sum of \$316,666.64 and litigation costs of \$21,345.49. The Court finds such amounts to
21 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
22 payments in accordance with the terms of the Settlement Agreement.

23 15. Without affecting the finality of this order or the entry of judgment in any way,
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.

26 16. Neither Defendant nor any related persons or entities shall have any further
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
28 except as provided for by the Settlement Agreement.

17. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

18. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payment to the Participating Class Members in accordance with the Settlement.

19. This Judgment is intended to be a final disposition in its entirety of the above captioned action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

20. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for February 6, 2026 at 3:00 p.m. in this department.

21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

22. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement and the Order Granting Preliminary Approval of Class Action Settlement.

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SIGNED

DATED: 06/03/2025

By /s/ Franchi, Don

Honorable Don R. Franchi
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 28, 2025, I served the foregoing document entitled:

- 5 • [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

6 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
7 copy thereof on the party(ies) addressed below as follows:

8 Scott P. Jang
Paul Rossman
9 **JACKSON LEWIS P.C.**
50 California St. Ninth Floor
10 San Francisco, CA 94111
scott.jang@jacksonlewis.com
11 Lauretta.Adams@jacksonlewis.com
12 Paul.Rossman@jacksonlewis.com

13 *Attorneys for Defendants:*
ECCO RETAIL, LLC and ECCO USA, INC.

14 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
15 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
16 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
17 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

18 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
19 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
20 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

21 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
22 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
24 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

25 ///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on May 28, 2025, at Irvine, California.

4
5 Laila Shams
6 Laila Shams
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