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**FILED**  
Superior Court of California  
County of Sacramento  
**04/15/2024**  
T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF COUNTY OF SACRAMENTO**

CHARLES PADUANO, an individual, on  
behalf of himself and on behalf of all persons  
similarly situated,

Plaintiff,

v.

ROCKLER RETAIL GROUP, INC., a  
Corporation; and DOES 1through 50,  
Inclusive,

Defendants.

Case No: 34-2022-00330079-CU-OE-GDS

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT,  
ATTORNEYS' FEE AWARD, COSTS,  
AND CLASS REPRESENTATIVE  
SERVICE AWARD**

Hearing Date: April 5, 2024  
Hearing Time: 9:00 a.m.  
Reservation ID:

Judge: Hon. Jill H. Talley  
Dept.: 27

Trial Date: Not Set  
Action Filed: November 21, 2022

Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs, and Class Representative Service Award duly came on for hearing on April 5, 2024, before the above-entitled Court. Nicole Barvie, Esq. of Barvie Law, APC, appeared on behalf of Plaintiff Charles Paduano ("Plaintiff"). Jessica Roe, Esq. of Roe Law Group, PLLC, appearing on behalf of Defendant Rockler Retail Group, Inc. ("Defendant").

Based on the oral and written argument and evidence presented in connection with the

1 motion, the Court makes the following findings:

2 1. All terms used herein shall have the same meaning as defined in the Agreement.

3 2. This Court has jurisdiction over the subject matter of this litigation pending in the  
4 California Superior Court for the County of Sacramento (“Court”), Case No. 34-2022-00330079-  
5 CU-OE-GDS, entitled *Paduano v. Rockler Retail Group, Inc.*, and all Parties to this litigation,  
6 including the Class.

7 **Preliminary Approval of the Settlement**

8 3. On November 9, 2023, the Court granted preliminary approval of a class-wide  
9 settlement. At the same time the Court approved certification of a provisional settlement class for  
10 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
11 the certification of the Class.

12 **Notice to the Class**

13 4. The Notice Packet was mailed by first class U.S. First Class Mail to the Class Members  
14 at their last known addresses on November 17, 2023. Mailing of the Notice Packet to their last  
15 known addresses was the best notice practicable under the circumstances and was reasonably  
16 calculated to communicate actual notice of the litigation and the proposed settlement to the members  
17 of the Class Members. The Court finds that the Notice Packet provided fully satisfies the  
18 requirements of California Rules of Court, Rule 3.769.

19 5. The Response Deadline for opting out or objecting was January 2, 2024. There was an  
20 adequate interval between notice and deadline to permit Class Members to choose what to do and  
21 act on their decision. No Class Members objected. No Class Members requested exclusion.

22 **Fairness of the Settlement**

23 6. The Agreement provides for a Gross Settlement Amount of \$187,500.00. The  
24 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th  
25 1794, 1801.)

26 a. The settlement was reached through arms-length bargaining between the  
27 parties. There is no evidence of any collusion between the Parties in reaching the proposed  
28 settlement.

1                   b.       The Parties' investigation and discovery have been sufficient to allow the  
2 Court and counsel to act intelligently.

3                   c.       Counsel for all Parties are experienced in similar employment class action  
4 litigation and have previously settled similar class claims on behalf of employees claiming  
5 compensation. All counsel recommended approval of the Settlement.

6                   d.       No objections were received. No requests for exclusion were received.

7                   e.       The participation rate is high. 185 Participating Class Members, constituting  
8 100% of the total 185 Settlement Class Members.

9               7.       The consideration to be given to the Class Members under the terms of the  
10 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
11 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
12 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would  
13 ensue from continued prosecution of the Action.

14               8.       The Agreement is finally approved as fair, adequate, and reasonable and in the best  
15 interests of the Settlement Class Members.

16 **Attorneys' Fees and Litigation Expenses**

17               9.       The Agreement provides for a Class Counsel Award in the amount of Seventy-Seven  
18 Thousand, Four Hundred Ninety-Four Dollars and Zero Cents (\$77,494.00). Subject to Court  
19 approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross  
20 Settlement Amount, Sixty-Two Thousand, Four Hundred Ninety-Four Dollars and Zero Cents  
21 (\$62,494.00) and reimbursement of costs and expenses in the amount of up to Fifteen Thousand  
22 Dollars (\$15,000.00).

23               10.      Seventy-Seven Thousand, Four Hundred Ninety-Four Dollars and Zero Cents  
24 (\$77,494.00) comprised of attorneys' fees in the amount of Sixty-Two Thousand, Four Hundred  
25 Ninety-Four Dollars and Zero Cents (\$62,494.00) and reimbursement of costs and expenses of up  
26 to Fifteen Thousand Dollars (\$15,000.00) is reasonable in light of the contingent nature of Class  
27 Counsels' fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The  
28

requested attorneys' fee award represents one-third (1/3) of the common fund, which is in the reasonable range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

**Class Representative Service Award**

11. The Agreement provides for a Class Representative Service Award of up to \$10,000.00 for Plaintiff, Charles Paduano, subject to the Court's approval. The Court finds that the amounts of \$10,000.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

**Settlement Administration Costs**

12. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed \$6,850.00. The Declaration of the Settlement Administrator provides that the actual claims administration expenses were \$6,850.00. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator.

**II.**

**ORDERS**

Based on the foregoing findings, and good cause appearing, **IT IS HEREBY ORDERED:**

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

2. All non-exempt employees who are or previously were employed by Defendant Rockler Retail Group, Inc., and performed work in California during the period of February 13, 2020, to June 15, 2023.

3. Every person in the Class who did not opt out is a Settlement Class Member.

4. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

5. Class Counsel are awarded a Class Counsel Award in the amount of \$77,494.00 comprised of attorneys' fees in the amount of \$62,494.00 and litigation expenses of up to \$15,000.00. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

1                   6.       The payment of the Class Representative Service Award to the Plaintiff in  
2 the amount of \$10,000.00 is approved.

3                   7.       The payment of \$6,850.00 to the Settlement Administrator for Settlement  
4 Administration Costs is approved.

5                   8.       The PAGA Settlement of \$10,000 is hereby approved as fair, reasonable,  
6 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court  
7 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of  
8 any fraud or collusion.

9                   9.       Final Judgment is hereby entered in this action. The Final Judgment shall  
10 bind each Settlement Class Member.

11                  10.       Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
12 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act  
13 ("PAGA").

14                  11.       The term "Aggrieved Employees" is hereby defined as all individuals who  
15 were employed by Defendant Rockler Retail Group, Inc. in California and classified as all current  
16 and former non-exempt employees of Defendant Rockler Retail Group, Inc. employed in California  
17 at any time during the period of August 24, 2021, to June 15, 2023.

18                  12.       In addition to the release given by each Settlement Class Member, Plaintiff  
19 also generally releases Defendant from any and all of the Released Class Claims as defined in the  
20 Agreement.

21                  13.       The Agreement is not an admission by Defendant, nor is this Final Approval  
22 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by  
23 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
24 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
25 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
26 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
27 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
28 to the denials or defenses by Defendant and shall not be offered in evidence in any action or

1 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose  
2 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and  
3 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,  
4 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and  
5 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the  
6 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
7 or issue preclusion or similar defense as to the claims being released by the Settlement.

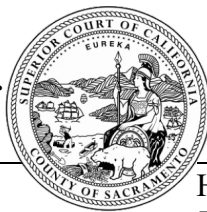
8 14. Notice of entry of this Final Approval Order and Judgment shall be given to  
9 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice  
10 of entry of this Final Approval Order and Judgment to individual Class Members.

11 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
12 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
14 connection with the distribution of settlement benefits.

15 16. If the Settlement does not become final and effective in accordance with the  
16 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
17 Defendant consistent with the terms of the Settlement, then this Final Approval Order and  
18 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall  
19 be vacated.

20 **IT IS SO ORDERED.**

21 Dated: 04/15/2024



*Jill Talley*

HON. JILL H. TALLEY  
JUDGE, SUPERIOR COURT OF CALIFORNIA