SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OSCAR MEJORADO, individually, and on behalf of all others similarly situated, Plaintiff, v. RAINBOW SANDALS, INC.; and DOES 1 through 10, inclusive, Defendants.	Case No.: 30-2022-01283098-CU-OE-CXC *[Assigned for all purposes to the Hon. Melissa R. McCormick, Dept. CX-105]* **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Final Approval Hearing: Date: December 10, 2026 Time: 2:00 p.m. Dept.: CX-105 Complaint filed: September 28, 2022 FAC filed: December 15, 2022 Trial date: None set

[PROPOSED] ORDER

Plaintiff Oscar Mejorado's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 10, 2026, at 2:00 p.m., in Department CX-105 of the above-captioned court. Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice, as amended ("Settlement" or "Agreement") between Plaintiff and Defendant Rainbow Sandals, Inc. ("Defendant") (collectively, the "Parties"), attached as **Exhibit B** to the Supplemental Declaration of Lucy Nguyen in support of Plaintiff's Motion for Preliminary approval, filed July 7, 2026 (ROA #122) ("Supp. Nguyen Decl.") ¶ 4. On August 5, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the Settlement and the opportunity to comment on or object to its terms or to exclude themselves from the class action portion of the Settlement.

Having received and considered the Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Preliminary Approval Order, the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, and oral argument presented to the Court, the Court GRANTS final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that, for settlement purposes only, the Class is properly certified as all hourly-paid or non-exempt employees employed by Defendant in California who worked for Defendant at any time during the Class Period, from April 3, 2018, to December 31, 2023 ("Class Members").

3. The Court appoints Plaintiff Oscar Mejorado as Class Representative for settlement purposes only.

4. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Angela Leong, and Chase M. Stern of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

5. Pursuant to the Preliminary Approval Order, Class Notice was mailed to Class Members by first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their right to receive a share of settlement funds, their right to comment on, object to, or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding Settlement approval. Adequate periods of time were provided by each of these procedures.

6. Two Class Members requested exclusion from the Settlement.

7. No Class Member objected to the Settlement.

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

9. The Court finds the Agreement was entered into in good faith, that the Settlement is fair, adequate, and reasonable and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10. Class Members who have not timely opted out ("Participating Class Members") will be bound by the Settlement, except that Aggrieved Employees will be deemed to release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the PAGA Penalties for settlement of PAGA claims, regardless of whether they opt out of the class action portion of the Settlement.

11. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

12. No later than twenty-one (21) calendar days after the Effective Date as defined in the Agreement, Defendant will transfer the Gross Settlement Amount of $250,000.00 to the

Administrator.

13. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, funds the amounts necessary to pay Defendant's share of payroll taxes in full, and the Effective Date has passed, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class and PAGA Payments.

14. The "Effective Date" is defined as the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) 61st day after service of notice of entry of the Final Approval Order and Judgment; or (b) if a timely appeal, review, or writ is sought from the Judgment, the day after the appellate court affirms the Judgment and issues a remittitur, or the appeal, review, or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

15. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the amount of $5,000.00.

16. The Court approves payment from the Gross Settlement Amount for PAGA Penalties in the amount of $20,000.00 to settle all PAGA claims, allocated 75% ($15,000.00) to the LWDA and 25% ($5,000.00) to Aggrieved Employees, defined as an hourly-paid or non-exempt employee employed by Defendant in California who worked for Defendant at any time during the PAGA Period, from April 3, 2021, to December 31, 2023. The Court finds and determines that such payment is fair and reasonable.

17. The Court approves payment from the Gross Settlement Amount for Class Counsel Fees in the amount of $75,000.00 and Class Counsel Litigation Expenses in the amount of

$15,000.00. Both amounts are reasonable. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered Class Counsel's "lodestar" amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

18. The Court approves payment from the Gross Settlement Amount for and Administration Expenses Payment in the amount of $4,995.00 to the Administrator, ILYM Group, Inc.

19. Checks for Individual Class Payment and Individual PAGA Payment will be valid for 180 days after mailing by the Administrator. If a Participating Class Member fails to cash the check for his or her Individual Class or PAGA Payment within 180 days after it is mailed, the Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

20. As of the Effective Date, Plaintiff and Class Members will release claims against all Released Parties as follows:

(a) Release by Participating Class Members: Upon Defendant's full funding of the Gross Settlement Amount (no later than 21 calendar days after the Effective Date), Plaintiff and all Participating Class Members, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, shall fully and finally release and discharge the Released Parties, and each and all of them, from the Class Released Claims, as defined herein. The Class Released Claims are the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the Operative Complaint. This release excludes the release of claims not permitted by law. The time frame of the Class Released Claims shall be the Class Period.

(b) Release by Aggrieved Employees: Upon Defendant's full funding of the Gross Settlement Amount (no later than 21 calendar days after the Effective Date), Plaintiff, the LWDA, and all Aggrieved Employees, on behalf of themselves

and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, are deemed to release and discharge the Released Parties from all claims for civil penalties available under PAGA based on the facts alleged in the Operative Complaint and the PAGA Notice. Aggrieved Employees only release these claims for the duration of the PAGA Period.

21. "Released Parties" means Defendant and each of its past, present and future employees, officers, directors, partners, shareholders, stockholders, parents, and subsidiaries.

22. The Parties and the Administrator are hereby ordered to comply with the terms of the Settlement as set forth in the Agreement.

23. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided in the Settlement and this Judgment and Order.

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

25. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Preliminary Approval Order, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

26. A Compliance Hearing is set for _____, at _____ a.m./p.m. in Department CX-105 of the above-captioned court.

27. A final report from the Administrator confirming that disbursements were made pursuant to the Agreement shall be filed no later than 15 days prior to the Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT