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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CANDON LOVETT, KENNITH BOOZE,
DEARTIS SUDDUTH, JONATHAN
GIRVIN, 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;

Plaintiffs,

vs.

WONDER ICE CREAM, INC., a California
corporation; WONDER ICE CREAM
COMPANY, LLC, an unknown business
entity; WIC, LLC, an unknown business
entity; WONDER ICE CREAM, LLC, an
unknown business entity, and DOES 1
through 100, inclusive,

Defendants.

Case No.: RG21109738

Honorable Evelio Grillo
Department 21

CLASS ACTION

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

Date: December 1, 2023
Time: 9:00 a.m.
Department: 21

Complaint Filed: August 4, 2021
FAC Filed: September 1, 2021
SAC Filed: June 15, 2023
Trial Date: None Set

1 This matter has come before the Honorable Evelio Grillo in Department 21 of the above-
2 entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Candon Lovett, Kenneth
3 Booze, DeArtis Sudduth, and Jonathan Girvin’s (together, the “Plaintiffs”) Motion for Final
4 Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Service Awards (“Motion
5 for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Fisher &
6 Phillips LLP appeared on behalf of Defendant Wonder Ice Cream, Inc. erroneously named as
7 Wonder Ice Cream Company, LLC, WIC, LLC, and Wonder Ice Cream, LLC (“Defendant”).

8 On May 26, 2023, the Court entered the Order Granting Plaintiff’s Motion for Preliminary
9 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action (“Action” or “Lovett Action”), as well as the
11 separate action entitled *Jonathan Girvin v. Wonder Ice Cream Company, LLC, et al.*, Santa Clara
12 County Superior Court Case No. 22CV397371 that was commenced on April 28, 2022 (“Girvin
13 Action”), in accordance with the First Amended Joint Stipulation of Class Action And PAGA
14 Settlement and Release (together, “Settlement,” “Agreement,” or “Settlement Agreement”),
15 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
16 of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
18 oral argument, and good cause appearing,

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

20 1. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
22 Settlement Agreement.

23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Actions.

25 3. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
27 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
28

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

- 3 a) All of Defendant's current and former non-exempt employees in the State
4 of California and all salaried sales employees who worked for Defendant in
5 the State of California as DSD Route Sales Representatives, or other similar
6 positions, classified under the outside salesperson exemption, during the
period from August 4, 2017 through March 31, 2023 ("Class" or "Class
Members").

7 4. The Notice of Class Action Settlement ("Class Notice") and Amended Class Notice
8 of Class Action Settlement ("Amended Class Notice") that was provided to the Class Members,
9 fully and accurately informed the Class Members of all material elements of the Settlement and of
10 their opportunity to participate in the Settlement, object to or comment to the Class Settlement, or
11 to seek exclusion from the Class Settlement; was the best notice practicable under the
12 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
13 the laws of the State of California, the United States Constitution, due process and other applicable
14 law. The Notice and Amended Class Notice fairly and adequately described the Settlement and
15 provided the Class Members with adequate instructions and a variety of means to obtain additional
16 information.

17 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
18 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
19 specifically, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"); that the Settlement is the
21 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
22 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
23 Court has considered all of the evidence presented, including evidence regarding the strength of
24 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
25 further litigation; the amount offered in the Settlement; the extent of investigation and informal
26 discovery completed; and the experience and views of Class Counsel. The Court has further
27 considered the absence of objections to the Class Settlement submitted by Class Members.
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1 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
2 Settlement Agreement and the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
6 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
7 submitted a timely and valid opt out of the settlement (“Settlement Class Member”) are bound by
8 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”).

9 7. The Court finds that allocation of \$100,000.00 toward penalties under the
10 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
11 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
12 Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce Development
13 Agency, and the amount of \$25,000.00 to Aggrieved Employees (“Aggrieved Employees
14 Amount”) on a *pro rata* basis (i.e., Individual PAGA Payment), in accordance with the terms and
15 methodology set forth in the Settlement Agreement.

16 8. The Court finds that payment of Settlement Administration Costs in the amount of
17 \$11,600.00 is appropriate for the services performed and costs incurred and to be incurred for the
18 notice and settlement administration process. It is hereby ordered that the Settlement
19 Administrator, Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement
20 Administrator”), shall issue payment to itself in the amount of \$11,600.00, in accordance with the
21 terms and methodology set forth in Settlement Agreement.

22 9. The Court finds that the Service Awards sought are fair and reasonable for the work
23 performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved Employees.
24 It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00
25 each to Plaintiffs for their Service Awards, according to the terms and methodology set forth in
26 the Settlement Agreement.

27 10. The Court finds that the request for attorneys’ fees in the amount of \$385,000.00 to
28 Class Counsel falls within the range of reasonableness, and the results achieved justify the award

sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$385,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$15,782.83 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,782.83 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

13. It is hereby ordered that Defendant shall deposit the Gross Settlement Fund together with an amount sufficient to pay Employer Taxes, into a qualified settlement fund account to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within seven (7) calendar days after receiving the Gross Settlement Fund, the Settlement Administrator shall distribute payments of the approved Individual Settlement Shares to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Attorneys' Fees and Costs to Class Counsel, Service Awards to the Class Representative, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with cancelled

Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to California Rural Legal Assistance, Inc., pursuant to Cal. Code. Civ. Proc. § 384. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement.

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

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

18. Pursuant to California Code of Civil Procedure section 384, no later than five (5) calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court specifying, among other things, the total amount paid to Settlement Class Members, the leftover residual of settlement funds that will be paid to the entities identified as recipients of such funds in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held back, along with a proposed amended judgment containing language addressing the tentative transmission of the leftover residual funds to the entities identified as recipients of such funds in the Settlement Agreement and also the release of the portion of the attorneys' fees that were held back. No later than five (5) calendar days after receipt of notice of the entry of the amended judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to California Code of Civil Procedure section 384.5.

19. A Final Compliance Hearing is set for _____ at _____ a.m. / p.m. in Department 21.

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Dated: _____

Honorable David Cohn
Judge of the Superior Court