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*FOR COURT USE ONLY*

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF** PLACER
STREET ADDRESS: 10820 Justice Center Drive
MAILING ADDRESS: 10820 Justice Center Drive
CITY AND ZIP CODE: Roseville, CA 95678
BRANCH NAME: Main Courthouse

PLAINTIFF/PETITIONER: Danielle Ferriera
DEFENDANT/RESPONDENT: ANDERSON MERCHANDISERS, LLC; et al.

# NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: S-CV-0049211

***(Check one):*** [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on *(date)*: September 24, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 7, 2026

Victoria L. Harp
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)



Form Approved for Optional Use
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CIV-130 [Rev. January 1, 2024]



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Filed - 09/24/2026
Electronically filed by Superior Court of California
County of Placer on 09/24/2026
Jake Chatters, Clerk of the Court
By J. Bunday Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF PLACER**

DANIELLE FERRIERA, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

ANDERSON MERCHANDISERS, LLC; RETAIL EXECUTION WEST, LLC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. S-CV-0049211

~~Assigned for all purposes to Hon. Judge Jeffrey Penney Dept. 3~~

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

Date: ~~July 9, 2026~~ 9/8/2026
Time: 8:25 a.m.
Dept: ~~3~~ 32

This matter came on for hearing on ~~**July 9, 2026,**~~ **at 8:25 a.m.,** in Department ~~3~~ located at ~~101 Maple Street, Auburn, CA 95603~~, of the above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, the Court's Order Granting Amended Preliminary Approval, the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement"), and the First Amendment to Class Action and PAGA Settlement Agreement, Release and Class Notice ("Amended Settlement"), copies of which were filed in conjunction with the Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ("Motion for Final Approval").

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

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Amended Settlement and Settlement Agreement, and the Motion for Final Approval. A copy of the Amended Settlement and Settlement Agreement are attached to the Declaration of Victoria Harp in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement as **Exhibits 1 and 2**, respectively, and are made a part of this Order.

2. The Court has personal jurisdiction over Plaintiff Daniel Ferrera ("Plaintiff") and Defendants Anderson Merchadisers, LLC, and Retail Execution West, LLC (collectively, "Defendants") (collectively, the "Parties") to this litigation and subject matter jurisdiction to approve this Settlement Agreement, Amended Settlement, and all exhibits thereto.

3. Pursuant to the Order Granting Amended Preliminary Approval, an Amended Notice Packet was sent to each Class Member by first-class mail. These papers informed the

Class of the terms of the Settlement, the Amended Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class filed written objection to the proposed Settlement as part of this notice process or stated an intention to appear at the final approval hearing. One Class Member has requested exclusion.

4. 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 the Class. 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. Notice was provided to the Class Members in compliance with the Settlement Agreement, the Amended Settlement, the Amended Preliminary Approval Order, California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, and any other applicable law. A full opportunity has been afforded for the Class Members to participate in this hearing and all Settlement Class Members and other people wishing to be heard have been heard. Accordingly, the Court determines that all Settlement Class Members that did not submit a request for exclusion are bound by this Final Approval Order.

5. With respect to the Class and for purposes of approving this Settlement and Amended Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as

counsel for Plaintiff in their individual and representative capacities for the Class. In negotiating, entering and implementing the Settlement Agreement and Amended Settlement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court has certified a Class, as that term is defined in and by the terms of the Settlement Agreement and the Amended Settlement as "all current and former non-exempt employees employed by Defendants within the State of California at any time from July 10, 2020 through June 30, 2025, as elected by Defendant in the escalator option," and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

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

8. The Court hereby confirms Plaintiff Danielle Ferriera as the Class Representative in this Action.

9. The Court finds and determines that the terms set forth in the Settlement Agreement and Amended Settlement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement and Amended Settlement according to its terms, having found that the Settlement and Amended Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator.

10. The Court further finds that the Parties conducted extensive investigation and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement and Amended Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and Amended Settlement and recognizes the significant value accorded to the Class.

11. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Participating Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement and Amended Settlement should be and hereby are ordered to be consummated. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant

value accorded to the Class. Accordingly, the Court finally **APPROVES** of the terms and conditions contained in the Settlement Agreement as to the Settlement Class Members and the PAGA Releasees. The Court finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Settlement Class Members and PAGA Releasees and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement and the Amended Settlement.

12. The Court hereby approves the Gross Settlement Amount of **$298,450.00**.

13. Pursuant to Labor Code Section 2699, subdivision (l)(2), the Court also approves of the Settlement's and Amended Settlement's provisions relating to settling of claims under the Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq*. ("PAGA").

14. The Court finds and determines that payment to the California Labor and Workforce Development Agency of **$12,750.00,** as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. Where applicable, this definition also includes the Labor and Workforce Development Agency ("LWDA") and the State of California). The Court hereby grants final approval to and orders the payment of the amount in accordance with the Settlement and the Amended Settlement.

15. The Court finds and determines that the fees and expenses in administrating the Amended Settlement incurred by ILYM Group, Inc., Settlement Administrators in the amount of **$10,950.00** are fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount in accordance with the Amended Settlement.

16. The Court finds and determines that the Defendants agreed to bear any additional Settlement Administration Costs resulting from the exercise of the Escalator Clause, separate from and in addition to the Gross Settlement Amount, up to **$2,600.00.**

17. The Court finds and determines the Class Representative Service Payment of **$12,800.00** for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Amended Settlement. The Court orders the payment of that amount to be paid to the named Plaintiff for her service as a class representative and for her agreement to release claims.

18. Pursuant to the terms of the Settlement and the Amended Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of **$99,483.33** and litigation costs of **$23,284.86**. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

19. The Court finds that the Parties adequately performed their obligations under the Settlement Agreement, Amended Settlement, Preliminary Approval Order, and Amended Preliminary Approval Order.

20. Entry of this Final Approval Order shall constitute a full and complete bar against Plaintiff, Settlement Class Members and PAGA Releasees (whether individually, cumulatively or in any combination or in any manner) and in favor of the Released Parties (as defined in the Settlement Agreement and Amended Settlement) from bringing any Released Claims against Defendants and Released Parties (whether individually, cumulatively or in any combination or in any manner), and shall constitute *res judicata* and collateral estoppel with respect to the Released Claims. As of the Effective Date, the Court finally and permanently bars and restrains all Settlement Class Members and PAGA Releasees from pursuing, or seeking to reopen, any Released Class Claims or Released PAGA Claims, as defined in the Settlement Agreement and/or the Class Notice.

21. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement and the Amended Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement and the Amended Settlement.

22. 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 Agreement and the Amended Settlement.

23. 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.

24. 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.

25. Within seven days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

26. **Judgment**. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Final Approval Order as of the date of this order. By operation of the entry of this Final Approval Order, the Parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Settlement Agreement and the Amended Settlement. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement and Amended Settlement against Defendants.

27. **Notice of Judgment**. Plaintiff is to give notice to all Class Members of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

28. **Copy to LWDA**. Within 10 days of entry of this Final Approval Order and Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code Section 2699, subdivisions (l), (3), & (4).

29. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court fifteen (15) days before the settlement compliance hearing set for 1/12/2027, **at** 8:30am **a.m/p.m.** If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the settlement compliance hearing.

30. The Court hereby enters final judgment in accordance with the terms of the Settlement, Amended Settlement, and this Order.

**IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE ENTERED ACCORDINGLY**

DATED: 09/24/2026

/s/ Hon. Trisha Hirashima

~~Honorable Jeffrey Penney~~

JUDGE OF THE SUPERIOR COURT

## CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over 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.

On October 7, 2026, I served the foregoing document entitled:

- **NOTICE OF JUDGMENT**

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

| | |
|---|---|
| Hovannes "Hovik" Nalbandyan<br>LITTLER MENDELSON P.C.<br>633 West Fifth Street, 63rd Floor<br>Los Angeles, CA 90071<br>Tel: (213) 443-4279<br>Fax: (213) 947-1328 | HNalbandyan@littler.com<br>WStockard@littler.com<br>RWerner@littler.com<br>DFajardo@littler.com<br>MJAn@littler.com<br><br>*Attorneys for Defendants:*<br>ANDERSON MERCHANDISERS, LLC and RETAIL EXECUTION WEST, LLC |

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing 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 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 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).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business 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 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via 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).)

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

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

Executed on October 7, 2026, at Irvine, California.

Victoria L. Harp

Victoria Harp