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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DAISY MARTINEZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

VF OUTDOOR, LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CU022273C

[*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*]

[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, *ET SEQ.*

Date: October 29, 2026
Time: 8:45 a.m.
Dept.: C-71

Action Filed: April 22, 2026
Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

Pursuant to the *Ex Parte* Application Regarding Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code § 2698, *et seq*. ("PAGA") ("Stipulation ") submitted by Plaintiff Daisy Martinez ("Plaintiff") and Defendant VF Outdoor, LLC ("Defendant") (Plaintiff and Defendant are referred to together herein as the "Parties"), the Declarations of Matthew K. Moen, Jodey Lawrence, and Daisy Martinez, and after considering the PAGA Settlement Agreement, attached as Exhibit 1 to the Stipulation, and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code section 2699(s)(2) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS the Parties' request for settlement approval of claims brought under PAGA, including reasonable attorneys' fees and costs and enhancement payment, and HEREBY ORDERS as follows:

1. The "PAGA Aggrieved Employees" will be defined as: "all of Defendant VF Outdoor, LLC's current and former non-exempt retail employees in California who worked at any time during the PAGA Period."

2. The "PAGA Period" means the time period from June 9, 2024, to April 6, 2026.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Maximum Settlement Amount of $965,000.00 to the Settlement Administrator in accordance with the funding timeline set out in the PAGA Settlement Agreement.

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims ("PAGA Notice"), attached as Exhibit A to the PAGA

Settlement Agreement, which will be mailed via First-Class U.S. Mail to the PAGA Aggrieved Employees in English and Spanish, along with the Individual Settlement Payments.

6. The Parties to this Action are directed to perform in accordance with the terms set forth in the Settlement Agreement.

7. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

8. The "Effective Date" will be defined as the date that Defendant deposits the entire Maximum Settlement Amount with the Settlement Administrator. Defendant will deposit the Maximum Settlement Amount within thirty (30) calendar days after the Court signs the Order and Judgment granting approval of the PAGA Settlement Agreement.

9. Within twenty-one (21) business days after the Court's signing of the Order and Judgment and granting approval of the PAGA Settlement Agreement, Defendant will provide the Settlement Administrator with each PAGA Aggrieved Employee's full name, last known mailing address, last known telephone number, Social Security numbers, and pay period information.

10. The Settlement Administrator is directed to mail the Individual Settlement Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved Employees within ten (10) business days of Defendant's deposit of the Maximum Settlement Amount.

11. The Court finds that attorneys' fees in the total amount of $337,750.00 and reimbursement of litigation costs of $26,226.46 to Haines Law Group, APC are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the PAGA Settlement Agreement.

12. The Court orders that the Settlement Administrator will be paid $22,000.00 for its work to be done until the completion of this matter and finds that sum appropriate.

13. The Court finds that the Plaintiff's Representative Enhancement Payment in the amount of $5,000.00 to Plaintiff is appropriate for the risks she undertook and her service to the PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair,

reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

14. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $373,115.30 (representing 65% of the PAGA civil penalties) and payment to the PAGA Aggrieved Employees in the amount of $200,908.24 (representing 35% of the PAGA civil penalties), pursuant to Labor Code § 2699(m) as provided for by the PAGA Settlement Agreement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA and PAGA Aggrieved Employees in accordance with the terms of the PAGA Settlement Agreement.

15. Plaintiff, in her private capacity and as a proxy or agent of the LWDA and the State of California, will release and discharge Defendant, and all of its present and former parent companies, brands, subsidiaries, divisions, shareholders, officers, directors, employees, predecessors, successors and assigns from all individual and non-individual PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's June 9, 2025 PAGA Notice and February 4, 2026 Supplemental PAGA Notice letter to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees will not be releasing any underlying individual wage and hour claims through this settlement, only PAGA claims.

16. All Parties, Aggrieved Employees, the State of California, and the LWDA are hereby bound by the Settlement and its associated release of Released PAGA Claims. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

17. Nothing in this Order, the PAGA Settlement, nor any exhibit, document, or instrument delivered thereunder will be construed as an admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person.

18. Notice of this Order and Judgment shall be given to the LWDA by submission through the online system established for the filing of notices and documents, within ten (10) calendar days after its entry, in conformity with Labor Code § 2699(1).

19. In light of the approval of the PAGA Settlement Agreement which resolves this litigation in its entirety, this matter is hereby dismissed with prejudice. Without affecting the finality of this Order and Judgment and granting approval of PAGA Settlement Agreement in any way, the Court retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms of the PAGA Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Honorable Gregory W. Pollack
Judge of the Superior Court