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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE**

15 PATRIA SOSA, individually and on behalf
16 of all other AGGRIEVED EMPLOYEES

17 Plaintiff,

18 vs.

19 THE SUNRIDER CORPORATION, a
20 Utah corporation; SUNRIDER
21 MANUFACTURING, L.P., a California
22 limited partnership; SUNLIFE HERBAL
23 COMPANY, INC., a California
24 corporation, ELWOOD STAFFING
25 SERVICES, INC., an Indiana corporation,
26 and DOES 1 through 50, inclusive,

27 Defendants.

FILED
Superior Court of California
County of Los Angeles

09/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Seals Deputy

Case No. 23TRCV01299

*[Assigned for all purposes to Hon. Alan B.
Honeycutt in Dept. E]*

CLASS ACTION

~~PROPOSED~~ JUDGMENT

*[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities;
~~Proposed~~ Order; Declaration of Haig B.
Kazandjian, Plaintiff and Jennifer Beliveau]*

Date: August 21, 2024

Time: 8:30 a.m.

Dept.: 8

Action Filed: April 26, 2023

Trial Date: None Set

1 The Parties reached a settlement subject to Court approval as represented in the Joint
2 Stipulation and Settlement of Class Action Claims (the “Stipulation” and “Settlement
3 Agreement”) that was filed previously with this Court. On August 21, 2024 this Court conducted
4 a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court and
5 this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
6 Settlement (the “Preliminary Approval Order”) entered herein on February 23, 2024. Due and
7 adequate notice having been given to the Settlement Class as required in said Preliminary
8 Approval Order, and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed in the matter, and good cause appearing on August 21, 2024 this
10 Court granted final approval of the class settlement and entered its Order Granting of Plaintiff’s
11 Motion for Final Approval of Class Action Settlement, thereon (the “Final Approval Order”),
12 therefore:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

14 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
15 incorporated herein by reference, this Court finds that the applicable requirements of the
16 California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have
17 been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes
18 final its earlier provisional certification of the Class for settlement purposes, as set forth in the
19 Preliminary Approval Order.

20 2. This Judgment hereby adopts and incorporates by reference the terms and
21 conditions of the parties’ Settlement Agreement, together with the definitions of terms used and
22 contained therein.

23 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
24 and over all parties to the Class Action, including all members of the Settlement Class.

25 4. Consistent with the definitions in the Settlement Agreement, the term Class/ Class
26 Members “mean and refer to a member of the class conditionally certified for settlement purposes
27 only during the applicable Class Period, consisting of all current and former non-exempt
28 employees who worked for Defendants in California at any time from February 17, 2019 through

February 23, 2024.” PAGA Members means “all current and former non-exempt employees of Defendants who were employed by Defendant in the State of California at any time during the PAGA Period. “PAGA Period” means the period from February 17, 2022 through February 23, 2024.

5. The Released Participating Class Members Claims for the Participating Class Members as defined by the Settlement Agreement are covered by and included within the Settlement and this Judgment.

6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law include the provision of California Code of Civil Procedure Section 382.

7. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to the Class Members to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard.

8. The Court hereby approves the Settlement and direct the Parties to effectuate the Settlement according to its terms.

9. Upon the Effective Date, after Defendants fully fund the Gross Fund Value, and the Settlement Administrator has mailed out settlement checks to Participating Class Members, Participating Class Members shall fully and finally release and discharge the Released Parties from all claims, rights, demands, damages, liabilities and causes of action, contingent or vested, in law or in equity and arising at any time during the Class Period, for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys’ fees, punitive damages, and/or

1 injunctive or other equitable remedies, allegedly owed or available, for claims arising out of, or
2 related to the claims, allegations and operative facts asserted in the operative complaint, including
3 claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to
4 provide meal periods in violation of labor code sections 226.7, 512, 558, and 1198; (4) failure to
5 timely furnish accurate itemized wage statements (Labor Code section 226); (5) failure to keep
6 accurate payroll records; (6) failure to pay waiting time penalties in violation of labor code
7 sections 203 and 558; (7) failure to pay wages upon termination in violation of labor code section
8 201 and 202; (8) failure to provide rest periods in violation of labor code section 226.7 and
9 applicable I.W.C. Wage Orders; (9) failure to reimburse employee expenses in violation of labor
10 code sections 2800 and 2802; (1- through 9 are collectively defined as “Labor Code Violations”)
11 and (10) Unfair Business Practices in Violation of Business and Professions Code section 17200,
12 et. seq. based on the preceding claims. Class Members who are not PAGA Members are not
13 releasing PAGA Claims, as defined below. Only PAGA Members, including those Class
14 Members who have opted out of the Settlement, will be releasing PAGA Claims, regardless of
15 whether these Class Members opt out of the Settlement. PAGA Members cannot opt out of the
16 PAGA portion of the Settlement, including the PAGA Release.

17 10. Without affecting the finality of this Judgment in any way, the Court hereby retains
18 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
19 and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6
20 and rule 3.769(h) of the California Rules of Court.

21 11. The Court hereby finds that the Gross Fund Value of \$325,151.00 and the means of
22 distributing the Net Fund Value to Participating Class Members are fair, reasonable and adequate.
23 The Settlement Administrator will distribute the Net Fund Value to participating class members in
24 accordance to the instruction and timeline set forth in the settlement.

25 12. The Court hereby confirms Haig B. Kazandjian of Haig B. Kazandjian Lawyers
26 APC as Class Counsel in this action. The Court hereby approves attorneys’ fees to Class Counsel
27 in the amount of \$108,398.49 and costs of \$7,916.58 as compensation for all attorney time spent
28 on this matter from inception through and including the final Settlement Fairness Hearing and all

1 other work related to this case and all costs, as these requests are fair and reasonable. The Court
2 finds that the Class Counsel's requested fees attorneys' fees falls within the range of
3 reasonableness and that the results justify the award. Costs to the Claims Administrator Simpluris
4 in the amount of \$10,500.00 is hereby approved as fair and reasonable.

5 13. The Court hereby approves a Service Award of \$10,000 to each of the Named
6 Plaintiffs. The named Plaintiffs' Service Awards are approved based on their contributions to the
7 class, risks incurred, stigma, execution of a general release and all other factors presented to the
8 Court, the Court finds these requests as fair and reasonable.

9 14. The Court hereby approves a PAGA Payment of \$40,000 with \$30,000 payable to
10 the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable. The
11 balance of \$10,000 is payable to PAGA Members per the settlement agreement.

12 15. Entry of this Final Judgment shall constitute a full and complete bar against the
13 Participating Class Members as to Released Participating Class Member Claims released by the
14 Settlement Agreement, and shall constitute res judicata and collateral estoppel with respect to any
15 and all such Released Participating Class Member Claims, except to those who opted out of the
16 settlement. There is one (1) opt out of this settlement as follows: (1)_____.

17 Further, entry of this Final Judgment shall constitute a full and complete bar against PAGA
18 Members for the Released PAGA Claims for the PAGA Period per the settlement agreement.

19 16. The Court further confirms and finds that nothing contained in the Settlement
20 Agreement, the Preliminary Approval Order, this Judgment, or any other Order entered in this
21 action shall in any way or manner constitute an admission or determination of liability by or
22 against Defendants, or any other Released Parties with respect to any of the claims and causes of
23 action asserted by the Settlement Class or any member thereof, and shall not be offered in
24 evidence in any action or proceeding against Defendants, or any other Released Parties in any
25 court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent
26 necessary to enforce the provisions of the Stipulation or this Order. This paragraph shall not,
27 however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants
28 under the Settlement Agreement and this Final Order and Judgment.

1 17. By operation of the entry of Judgment, as of the Effective Date, the parties and the
2 settlement administrator are ordered to perform their respective duties and obligations under the
3 Settlement.

4
5 IT IS SO ORDERED.

6
7 Dated: 09/20/2024



Alan B. Honeycutt Alan B. Honeycutt

Honorable ~~Honorable Ronald F. Frank~~
Judge of the Superior Court