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

VERONICA ESPARZA RODRIGUEZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

WELLNESS INNOVATION GROUP
INCORPORATED, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV001695

COMPLEX CLASS AND REPRESENTATIVE
ACTION

[Hon. Thomas W. Wills, Dept. 15]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and the
Declarations of Kane Moon, Plaintiff Veronica
Esparza Rodriguez, and Lluvia Islas in Support of
Motion]*

FINAL APPROVAL HEARING

Date: November 8, 2024

Time: 8:30 a.m.

Dept.: 15

1 On May 3, 2024, this Court issued an Order Granting the Motion for Preliminary
2 Approval of Class Action Settlement reached between Plaintiff Veronica Esparza Rodriguez
3 (“Plaintiff”) and Defendant Wellness Innovation Group Incorporated (“Defendant”)
4 (collectively, the “Parties”) in resolution of the above-caption litigation (the “Litigation”). The
5 Court now has before it Plaintiff’s Proposed Order and Judgment for final approval of the First
6 Amended Joint Stipulation of Class Action and PAGA Settlement (the “Settlement
7 Agreement”), attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s
8 Motion for Final Approval of Class Action Settlement.

9 Due and adequate notice having been given to Class Members, and the Court having
10 reviewed and considered Plaintiff’s Motion for Final Approval of Class Action Settlement, the
11 supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto,
12 and the record in this Litigation, and good cause appearing, **IT IS HEREBY ORDERED,**
13 **ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
15 terms as set forth in the Settlement Agreement.

16 2. A final approval hearing was held on the question of whether the proposed
17 Settlement Agreement, attorneys’ fees and costs to Class Counsel, the class representative
18 enhancement payment, payment for settlement administration costs, and the PAGA Allocation
19 to the California Labor and Workforce Development Agency (the “LWDA”) and PAGA
20 Employees should be finally approved as fair, reasonable, and adequate as to Class Members.

21 3. The Court finds that the Settlement Agreement appears to have been made and
22 entered into in good faith, the terms of which are fair, reasonable, and adequate, and therefore
23 meets the requirements for final approval. The Court approves the Settlement Agreement, as set
24 forth below.

25 4. By operation of this Final Order and Judgment and Defendant’s payment of all
26 sums due pursuant to this Settlement, and except as to such rights or claims as may be created
27 by this Settlement, the Class Representatives, the Class and each Class Member who has not
28 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and
each Aggrieved Employee, regardless of whether they have requested exclusion from the

Settlement of Class claims, will release claims as follows:

a. **Identity of Released Parties.** The released parties are Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (the "Released Parties").

b. **Date Release Becomes Effective.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

c. **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

i. any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order ("Released Claims").

d. **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all Aggrieved Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

5. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

6. The Court certifies, for settlement purposes only, the following Class (the "Settlement Class"): All current and former non-exempt employees who are or were employed by Defendant in the State of California from May 25, 2019, to November 29, 2023. Excluded from the Settlement Class are all persons who properly and timely elected to opt out.

7. The deadline to request exclusion from the Settlement or to submit written objections to the Settlement was July 22, 2024. There was one request for exclusion from Lourdes Delgado and no written objections.

8. The Notice of Proposed Class Action Settlement (the "Notice"), which was attached to the Settlement Agreement as Exhibit A and provided to the Class pursuant to the plan for distribution described under the Settlement Agreement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Notice fully satisfied the requirements of due process and provided sufficient notice to all persons entitled thereto.

9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodologies used to calculate Settlement Class Payments to Participating Class Members and PAGA Settlement Payments to Aggrieved Employees are fair and reasonable, and authorizes the Settlement Administrator to pay settlement allocations in accordance with the terms of the Settlement Agreement. Defendant shall pay into a common fund the total of \$250,000.00 (the "Gross Settlement Amount") to resolve this Litigation. No later than thirty (30) days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay their share of payroll taxes by transmitting funds to the Settlement Administrator. Payments shall be distributed within 14 calendar days of receipt of

1 funding and in accordance with the terms of the Settlement Agreement.

2 10. A total amount of \$10,000.00 shall be allocated to penalties under the Private
3 Attorneys General Act of 2004 (“PAGA”), and distributed as follows: 25% (i.e., \$2,500.00) to
4 PAGA Employees and 75% (i.e., \$7,500.00) to the LWDA. The LWDA’s claims for civil
5 penalties pursuant to PAGA are hereby extinguished.

6 11. The Court confirms, for settlement purposes only, the appointment of Veronica
7 Esparza Rodriguez as the Class Representative. In addition to any recovery that Plaintiff is
8 eligible to receive under the Settlement Agreement as Settlement Class Members, the Court
9 approves and orders a service payment to Plaintiff in the amount of \$7,500.00 from the Gross
10 Settlement Amount for her role and service as Class Representative, for the risks and work
11 attendant to that role, and for her release of all individual claims, whether known or unknown,
12 under federal law or state law against the Releasees, to the extent permitted by law, through the
13 Class Period (“Plaintiff’s Released Claims”). Plaintiffs understand this this general release
14 includes unknown claims and that they are, as a result, waiving all rights and benefits afforded
15 by Section 1542 of the California Civil Code, which provides:

16 A general release does not extend to claims that the creditor or releasing party
17 does not know or suspect to exist in his or her favor at the time of executing
18 the release and that, if known by him or her, would have materially affected his
or her settlement with the debtor or released party.

19 Specifically excluded from Plaintiff’s Released Claims are any claims for workers’
20 compensation benefits.

21 12. The Court confirms, for settlement purposes only, the appointment of Moon Law
22 Group, PC as Class Counsel, as they are experienced in wage-and-hour class action litigation,
23 have no apparent conflicts of interest with Plaintiff or other Class Members, and have
24 adequately represented Class interests. The Court approves and orders the payment to Class
25 Counsel from the Gross Settlement Amount for reasonable attorneys’ fees up to 33 1/3% of the
26 Gross Settlement Amount (\$83,333.33), and \$18,587.61 for reimbursement of litigation costs
27 actually incurred. The Court finds these amounts are reasonable in light of the benefits provided
28 to the Class.

1 13. The Court confirms the appointment of Phoenix as the Settlement Administrator.
2 The Settlement Administrator has fulfilled its initial notice and reporting duties owed under the
3 Settlement Agreement. The Court approves and orders the payment of \$8,750.00 from the Gross
4 Settlement Amount to Phoenix for the costs of settlement administration.

5 14. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
6 Judgment will be given to the Class by the Settlement Administrator who will post the Final Order
7 and Judgment on a website maintained by the Settlement Administrator for a period of not less
8 than 90 calendar days after the entry of final Judgment. The address of that website was included
9 in the Notice.

10 15. This Final Order and Judgment is intended to be a final disposition of the Litigation
11 in its entirety and is intended to be immediately appealable.

12 16. The Court shall retain jurisdiction over the Parties with respect to all matters related
13 to the administration and consummation of the Settlement Agreement and any and all claims
14 asserted in, arising out of, or related to the subject matter of the Litigation, including, but not
15 limited, to all matters related to enforcement of the Settlement Agreement and the determination
16 of all controversies relating thereto.

17 17. The Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
18 Settlement, and ORDERS final judgment to be entered in accordance with the terms herein.

19 18. The Settlement Agreement is finally approved but is not an admission by Defendant
20 of the validity of any claims in this Litigation, or of any wrongdoing by Defendant or of any
21 violation of law. Neither the Settlement Agreement nor any related document shall be offered or
22 received in evidence in any civil, criminal, or administrative action or proceeding other than such
23 proceedings as may be necessary to consummate or enforce the Settlement Agreement. The
24 obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties
25 are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

26 19. The Court sets a Non-Appearance Hearing (Case Review) re: Distribution on
27 _____, 202__ at ____:____ a.m./ p.m. in Department 15. Class Counsel are ordered to
28 file a final report and declaration by the Settlement Administrator regarding settlement distribution

1 no later than _____. No appearance is required at the Case
2 Review if the Settlement Administrator's declaration filed prior to the hearing reports that all
3 the distributions under the Settlement Agreement are complete.

4 **IT IS SO ORDERED.**

5 DATE:

6 _____
7 Hon. Thomas W. Wills
8 Judge of the Superior Court
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