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7 Attorneys for Plaintiff PRICILLA COOPER

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

13 PRICILLA COOPER, as an individual and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 AMTEC HUMAN CAPITAL, INC., a
18 California Corporation; THE CLOROX
COMPANY, a Delaware Corporation; THE
19 CLOROX INTERNATIONAL COMPANY, a
20 Delaware Corporation; and DOES 1-100,
inclusive,

21 Defendants.
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Case No. 23CV036357
Assigned for All Purposes to:
Hon. Michael Markman
Dept. 23

NOTICE OF ENTRY OF ORDER

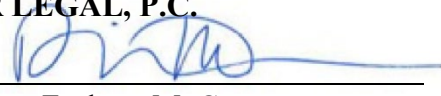
Date: May 22, 2025
Time; 10:00 a.m.
Dept. 23
Reservation No.: 074209334755

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on June 18, 2025, the court entered its order granting the
3 Motion for Final Approval of Class Action Settlement and PAGA Settlement. The Court
4 hereby schedules a final compliance hearing for May 28, 2026, at 10:00 a.m., in department 23 of
5 the Alameda County Superior Court, and orders the Parties to file a final report and declaration re:
6 distribution at least five (5) court days before the compliance hearing. A true and court copy of the
7 Court's Order is attached hereto as Exhibit A.

8 Dated: June 25, 2025

CROSNER LEGAL, P.C.

9 By: 

10 Zachary M. Crosner

11 Brandon K. Brouillette

12 Attorneys for Plaintiff Pricilla Cooper
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“EXHIBIT A”

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Attorneys for Plaintiff PRICILLA COOPER

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

PRICILLA COOPER, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

AMTEC HUMAN CAPITAL, INC., a
California Corporation; THE CLOROX
COMPANY, a Delaware Corporation;
THE CLOROX INTERNATIONAL
COMPANY, a Delaware Corporation; and
DOES 1-100, inclusive,

Defendants.

Case No.: 23CV038864

Assigned for All Purposes to:
Hon. Michael Markman
Dept. 23

**~~PROPOSED~~ ORDER AFTER HEARING
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS**

Date: May 22, 2025
Time: 10:00 a.m.
Dept. 23

FILED
Superior Court of California
County of Alameda
06/18/2025
Clad Flake, Executive Officer / Clerk of the Court
By: T. Lopez Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Supplemental Declaration of Brandon Brouillette in support of
8 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on or about December
9 6, 2024, is the product of arms-length negotiations between the parties and the terms of the
10 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
11 Class. The Settlement Agreement, therefore is finally approved, and its terms are incorporated
12 herein. The Court orders the parties to the Settlement Agreement to perform forthwith their
13 respective duties and obligations thereunder.

14 4. The Settlement Class, which was provisionally certified by the Court in its
15 December 12, 2024 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes all persons
17 employed by Defendant Amtec Human Capital, Inc. ("Amtec" or "Defendant") in California and
18 classified as non-exempt who worked for Defendant and was placed with The Clorox Company or
19 The Clorox International Company during the Class Period of June 16, 2019, to July 13, 2024.

20 5. The Court adjudges all Participating Class Members shall release the Released
21 Parties (as defined in the Settlement Agreement) from all claims that were asserted or could have
22 been asserted based on the factual assertions in Plaintiff's Operative Class Complaint (Pricilla
23 Cooper v. Amtec Human Capital, Inc., et al., Alameda County Superior Court, Case No.
24 23CV036357) and/or Plaintiff's May 12, 2023 letter to the Labor and Workforce Development
25 Agency, including but not limited to claims for: failure to pay overtime; failure to pay minimum
26 wages; meal period violations; rest period violations; failure to provide suitable seating; inaccurate
27 wage statements; unlawful deductions; inaccurate records; unreimbursed business expenses,
28 violation of California Day of Rest Law; reporting time violations; sick leave violations;

1 supplemental paid sick leave violations; seating violations; failure to pay vested vacation time/paid
2 time off; failure to pay all wages due upon separation; Labor Code sections 201-204, 216, 221-223,
3 226, 226.7, 227.3, 245-248.6, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1194,
4 1197, 1197.1, 1198, 1199, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, 6432, all applicable Wage
5 Orders, violations of the Fair Credit Reporting Act, 15 U.S.C. sections 1681 et seq.; violations of
6 the Investigative Consumer Reporting Agencies Act, California Civil Code section 1786 et seq.;
7 violations of the Consumer Credit Reporting Agencies Act, California Civil Code section 1785.1
8 et seq.; any and all alleged violations of law related to the misuse, misappropriation, or unlawful
9 procurement of a background check or credit check; and failure to provide a safe and healthful
10 workplace.

11 6. The Court further adjudges Plaintiff, serving as a proxy of the LWDA, will release
12 the LWDA's PAGA claims as to all Participating and Non-Participating Class Members who are
13 Aggrieved Employees regardless of whether Aggrieved Employees opt out of the class action, such
14 that any Non-Participating Class Member who is an Aggrieved Employee would be precluded from
15 serving as a proxy or agent of the LWDA for the same PAGA claims being release herein. (Turrieta
16 v. Lyft, Inc. (2024) 16 Cal.5th 664, 692 fn. 12 [a PAGA plaintiff "represents a single principal —
17 the LWDA"]; see also, e.g., Adolph v. Uber Techs., Inc. (2023) 14 Cal. 5th 1104, 1113; Kim v.
18 Reins International California, Inc. (2020) 9 Cal.5th 73, 81.) The PAGA Release provided will
19 release Released Parties from all claims for PAGA penalties that were alleged in the Operative
20 PAGA Complaint (Pricilla Cooper v. Amtec Human Capital, Inc., et al., Alameda County Superior
21 Court, Case No. 23CV038864)) and/or Plaintiff's May 12, 2023 letter to the Labor and Workforce
22 Development Agency, including but not limited to any and all claims involving any and all alleged
23 or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages,
24 overtime premium wages, double time wages, meal or rest period premium wages, or other wages
25 owed; any and all alleged or actual failures to comply with meal or rest period requirements; any
26 and all alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or
27 complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly
28 reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual

1 failure to provide suitable seating; any and all alleged or actual failures to pay all wages, or
2 compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or
3 actual failures to timely pay all wages, or compensation owed during employment; any and all
4 alleged or actual failures to provide employees with one day of rest in accordance with California
5 law; any and all alleged or actual failures to provide notice of workplace rights and/or provide and
6 pay all sick time, including supplemental paid sick leave, leave in accordance with California law;
7 any and all alleged or actual failures to pay vested vacation or paid time off in accordance with
8 California law; any and all alleged or actual failures to keep accurate records; any and all alleged
9 or actual unlawful deductions made from paychecks; any and all alleged or actual inquiries into
10 criminal history in violation of California law, including any actual or alleged unlawful criminal or
11 financial background checks; any and all employment agreements with unlawful terms or
12 provisions, including but not limited to nonsolicitation clauses, non-competes, and PAGA waivers;
13 and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and
14 all of the foregoing (the “Released PAGA Claims”). For avoidance of doubt, the Released PAGA
15 Claims include, but are not limited to, alleged or actual violations of Labor Code sections 98, 201-
16 203, 210, 204, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432,
17 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197,
18 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5, all applicable Wage Orders, and California
19 Business & Professions Code. Plaintiff and the LWDA will release Defendant and the Released
20 Parties from all remedies that could be claimed in connection with the Released PAGA Claims
21 including but not limited to statutory, constitutional, contractual damages, unpaid costs, penalties,
22 punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

23 7. The Settlement Administrator is ordered to distribute to the Participating Settlement
24 Class Members and to the Aggrieved Employees their respective settlement payments as provided
25 in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check
26 void date shall be forwarded to the California State Controller’s Unclaimed Property Fund. No
27 funds shall revert to Defendant.
28

1 8. The Court further orders that the Class Members be provided with notice of this
2 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
3 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

4 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
5 \$90,000.00, and an award of costs and expenses in the amount of \$13,605.25. Such amounts shall
6 be paid as provided in the Settlement Agreement, except that the Settlement Administrator shall
7 withhold ten percent (10%) of the attorney's fee award in an interest-bearing account, which funds
8 will be released to Class Counsel following the compliance hearing described in paragraph 13
9 below.

10 10. The Court approves a service payment to plaintiff and Class Representative Pricilla
11 Cooper in the amount of \$7,500.00, reduced from the requested amount of \$10,000, and the
12 Settlement Administrator is ordered to make such payment consistent with the terms of the
13 Settlement Agreement.

14 11. The Settlement Agreement provides that the Settlement Administrator, Phoenix
15 Settlement Administrators, shall be paid from the Gross Settlement Amount for its services in
16 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement
17 Administrator is owed \$8,500 for services rendered and to be rendered in administering the
18 settlement. The Court therefore orders that Phoenix be paid the amount of \$8,500 from the Gross
19 Settlement Amount consistent with the terms of the Class Settlement Agreement.

20 12. The Court approves PAGA penalties in the amount of \$30,000, to be paid from the
21 Gross Settlement Amount, and finds that amount is fair, reasonable, and adequate, and furthers the
22 purposes underlying PAGA. \$22,500.00 of this amount will be paid to the LWDA as the state's
23 share of the civil penalties, and the remainder of \$7,500.00 will be distributed to the Aggrieved
24 Employees consistent with the terms of the Settlement Agreement.

25 13. The Court hereby schedules a final compliance hearing for May 28, 2026, at 10:00
26 a.m., and orders the Parties to file a final report and declaration re: distribution at least five (5) court
27 days before the compliance hearing.
28

1 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order
2 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
3 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
4 contemplated becomes effective and each and every act agreed to be performed by the parties has
5 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
6 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
7 construction, and interpretation of the Settlement Agreement.

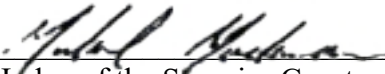
8 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
9 based is an admission or concession by any party of any fault, omission, liability, or wrongdoing.
10 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action or
11 a determination of any wrongdoing by any party. The final approval of the parties' settlement will
12 not constitute any opinion, position, or determination of this Court as to the merits of the claims or
13 defenses of any party.

14 16. Judgment is hereby entered as follows: Plaintiff Pricilla Cooper and the Participating
15 Class Members, consisting of all persons employed by Amtec in California and classified as non-
16 exempt who worked for Defendant and was placed with The Clorox Company or The Clorox
17 International Company during the Class Period of June 16, 2019, to July 13, 2024, who have not
18 otherwise opted out, shall take nothing from Defendant, except as set forth in the Settlement
19 Agreement.

20 17. The Court shall retain jurisdiction over the parties to interpret, implement, and
21 enforce this Judgment.

22 **IT IS SO ORDERED AND ADJUDGED.**

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24 Dated: 06/18/2025



Judge of the Superior Court

Michael Markman / Judge

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At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

NOTICE OF ENTRY OF ORDER

SEE ATTACHED SERVICE LIST:

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Ashley Gutierrez
Ashley Gutierrez

SERVICE LIST: *Pricilla Cooper v. Amtec Human Capital, Inc., et al.*
Superior Court County of Alameda Case No. 23CV036357

Susan M. Steward
Nicholas Spencer
**ATKINSON, ANDELSON, LOYA, RUUD
& ROMO**

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