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STEPHANIE BOHRER, CLERK

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individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANTHONY CANO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MELISSA & DOUG, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0004889

*Assigned for all purposes to
Hon. Judge Robert T. Waters
Dept. 11B*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

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**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT
AND ENTERING JUDGMENT**

1 This matter came on for hearing on March 6, 2025, at 9:00 a.m., in Department 11B of
2 the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed November 5, 2024 and the Class Action and PAGA Settlement Agreement ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for
6 Preliminary Approval of Class Action Settlement.

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

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

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

9 4. The Court has certified a Class, as that term is defined in and by the terms of the
10 Settlement Agreement as all current and former non-exempt employees employed by Defendant
11 Melissa & Doug, LLC at any time during the Class Period of November 15, 2018 to June 28,
12 2024, and the Court deems this definition sufficient for purposes of California Rule of Court
13 3.765(a).

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

15 6. The Court hereby confirms Plaintiff Anthony Cano as the Class Representative in
16 this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

8. 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 should be and hereby are ordered to be consummated.

9. The Court hereby approves the Gross Settlement Amount of \$415,000.00.

10. The Court finds and determines that the Individual Settlement Payments to be paid to Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the Settlement Agreement.

11. The Court finds and determines that payment to the California Labor and Workforce Development Agency of \$20,000.00 as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

12. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM Group, Inc. in the amount of \$6,450.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

13. The Court finds and determines the Class Representative Service Award of \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff, the Class Representative, in accordance with the terms of the Settlement Agreement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of \$138,331.95 and litigation costs of \$18,201.76. 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.

15. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

16. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement Agreement.

17. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

18. 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.

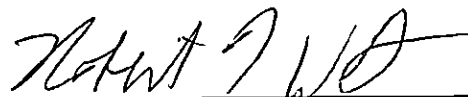
19. This Judgment is intended to be a final disposition in its entirety of the above captioned action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

20. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for December 30, 2025 at 9:00 (a.m.) p.m. in Dept. 11B.

21. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

1 22. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
3 litigation costs.

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6 DATED: March 6, 2025


Honorable Robert T. Waters
JUDGE OF THE SUPERIOR COURT