

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Vartan Madoyan (SBN 279015); Helene Mayer (SBN 332975) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021 EMAIL ADDRESS: vartan@calljustice.com; helene@calljustice.com ATTORNEY FOR (name): Plaintiffs Eliza Serrano, et al. SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Rene C. Davidson Courthouse	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Eliza Serrano, et al. DEFENDANT/RESPONDENT: Daiso USA, LLC	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: RG20074999/Dept. 18

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): March 11, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit 1 - Final Approval Order and Judgment

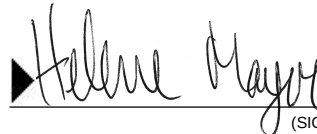
Exhibit 2 - Order Re: Hearing on Motion for Final Approval of Settlement Filed by Eliza Serrano (Plaintiff) CRS# A20074999-001 filed by Eliza Serrano (Plaintiff) on 02/06/2026

Exhibit 3 - March 4, 2026 Minute Order Re: Hearing on Motion for Final Approval of Settlement

Date: March 13, 2026

Helene Mayer

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Eliza Serrano, et al.
 DEFENDANT/RESPONDENT: Daiso USA, LLC

CASE NUMBER:
 RG20074999/Dept. 18

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

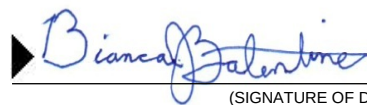
5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 13, 2026

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Vartan Madoyan (SBN 272479)
 Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
 450 North Brand Blvd., Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

FILED
 Superior Court of California
 County of Alameda
 03/11/2026

Clad Flake, Executive Officer / Clerk of the Court
 By: *P. Drummer-Williams* Deputy
 P. Drummer-Williams

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

ELIZA SERRANO, individually, and on
 behalf of other members of the general public
 similarly situated; CLAIRE SENEY,
 individually, and on behalf of other aggrieved
 employees pursuant to the California Private
 Attorneys General Act;

Plaintiffs,

vs.

DAISO USA, LLC, an unknown business
 entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20074999

Honorable Patrick McKinney
 Department 18

CLASS ACTION

**[REVISED PROPOSED] FINAL
 APPROVAL ORDER AND JUDGMENT**

Date: March 4, 2026
 Time: 1:30 p.m.
 Department: 18

Complaint Filed: September 22, 2020
 FAC Filed: April 15, 2025
 Trial Date: None Set

1 This matter has come before the Honorable Patrick McKinney, in Department 18 of the above-
2 entitled Court, located at 1225 Fallon Street, Oakland, California 94612 on March 4, 2026, at 1:30 p.m.,
3 on Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and
4 Costs, and Service Awards (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf
5 of Plaintiff Eliza Serrano (“Plaintiff Serrano”) and Plaintiff Claire Seney (“Plaintiff Seney”) (together,
6 “Plaintiffs”), and Pillsbury Winthrop Shaw Pittman LLP appeared on behalf of Defendant Daiso USA
7 LLC (previously named Daiso California LLC) (“Defendant”) (together with Plaintiffs, the “Parties”).

8 On August 27, 2025, the Court entered the Order Granting Preliminary Approval of Class Action
9 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action in accordance with the First Amended Stipulation and Agreement to Settle
11 Class Action and Private Attorney General Act Claims (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto set forth the terms and conditions for
13 settlement of the Litigation.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
15 argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the definitions in the
19 Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined,
20 herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.
- 21 3. Unless otherwise specified, all citations and references to the Private Attorneys General
22 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version of that statute
23 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Litigation,
24 or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice
25 to the Labor and Workforce Development Agency (“LWDA”) was filed prior to June 19, 2024.
- 26 4. This Court has jurisdiction over the Class Members as it pertains to the Litigation and the
27 claims asserted in the Litigation, the Court also has jurisdiction over all parties to the Litigation as it
28 pertains to the Litigation and the claims asserted in the Litigation.

1 5. The Court finds that the applicable requirements of California Code of Civil Procedure
2 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and
3 the Settlement. The Court hereby makes final its earlier provisional certification of the Class for
4 settlement purposes, as set forth in the Preliminary Approval Order. The Putative Class is hereby defined
5 to include all individuals who worked for Defendant in a Covered Job Position, defined as any California
6 hourly-paid or non-exempt position at Daiso, at any time during September 22, 2016, through February
7 2, 2022 (“Putative Class” or “Putative Class Members”).

8 6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to
9 consist of the following individuals: all individuals who worked in a Covered Job Position at any time
10 during the PAGA Period from September 22, 2019, through February 2, 2022 (“PAGA Group” or
11 “PAGA Group Members”).

12 7. The Court finds that the Court-approved Notice of Class Action Settlement (“Notice”)
13 that was provided to the Class Members, fully and accurately informed the Class Members of all material
14 elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on
15 the Class Settlement, or to seek exclusion from the Class Settlement; the Notice was the best notice
16 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and
17 complied fully with the laws of the State of California, the United States Constitution, due process and
18 other applicable law. The Notice fairly and adequately described the Settlement and provided the Class
19 Members with adequate instructions and a variety of means to obtain additional information.

20 8. Pursuant to California law, the Court hereby grants final approval to the Settlement and
21 finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More
22 specifically, the Court finds that the Settlement was reached following meaningful formal and informal
23 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”), and that the
24 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
25 parties. In so finding, the Court has considered all of the evidence presented, including evidence
26 regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of pursuing the claims
27 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of
28 investigation and discovery completed; and the experience and views of Class Counsel. The Court finds

1 that the Settlement, including the monetary allocations and payments, appear within the range of
2 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when
3 balanced against the probable outcome of further litigation relating to certification, liability, and damages
4 issues. The Court has further considered the absence of any objections by the Class Members to the
5 Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance
6 with the Settlement Agreement and the following terms and conditions.

7 9. A full opportunity has been afforded to the Class Members to participate in the Final
8 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
9 Class Members also have had a full and fair opportunity to exclude themselves from the Class
10 Settlement. Accordingly, the Court determines that upon entry of this Order and full funding of the
11 Settlement Sum, Plaintiff and all Class Members who did not submit a timely and valid Request for
12 Exclusion from the Class Settlement (“Settlement Class Members”) are bound by the terms of the
13 Settlement Agreement, shall have recourse to the benefits, rights, and remedies exclusively as provided
14 thereunder, and shall fully and finally release and discharge the Released Parties, and each of them, from
15 the Released Class Claims. Further, PAGA Group members shall be bound to the PAGA Settlement
16 irrespective of whether they exercise their option to opt out of the Class Settlement.

17 10. The Court finds that Plaintiff Claire Seney has satisfied the prerequisites under PAGA,
18 including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions
19 of the California Labor Code alleged to have been violated, including, and not limited to, the facts and
20 theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The
21 Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with
22 California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also
23 considered and reviewed the PAGA Settlement and the allocation of \$700,000.00 toward civil penalties
24 under the California Private Attorneys General Act of 2004 (“PAGA Payment), and the Court finds that
25 they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
26 distribute the PAGA Payment as follows: the amount of \$525,000.00 to the LWDA (“LWDA
27 Payment”), and the amount of \$175,000.00 to the PAGA Group (“Employee PAGA Amount”) in
28 accordance with the terms and methodology set forth in the Agreement.

1 11. The Court determines that upon entry of this Order and full funding of the Settlement
2 Sum, Plaintiffs and the State of California, with respect to PAGA Group Members, shall be deemed to
3 have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties
4 of and from any and all Released PAGA Claims.

5 12. The Court hereby directs that the Settlement be affected in accordance with the Settlement
6 Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

7 13. The Court finds that payment of Settlement Administration Costs in the amount
8 \$25,217.69, to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the
9 services performed and costs incurred and to be incurred for the notice and settlement administration
10 process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue
11 payment to itself in the amount of \$25,217.69, in accordance with the terms and methodology set forth
12 in the Settlement Agreement.

13 14. The Court finds that the Service Awards in the amount of \$7,500.00 to Plaintiff Eliza
14 Serrano and \$7,500.00 to Plaintiff Claire Seney are fair and reasonable, and hereby approved. It is hereby
15 ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Eliza
16 Serrano and \$7,500.00 to Plaintiff Claire Seney for their Service Awards, according to the terms set forth
17 in the Settlement Agreement.

18 15. The Court finds that attorneys’ fees in the amount of \$1,230,000.00 to Class Counsel falls
19 within the range of reasonableness and that the results achieved justify the award sought, and is hereby
20 approved. It is hereby ordered that the Settlement Administrator shall issue payment in the amount of
21 \$1,230,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set
22 forth in the Settlement Agreement. A portion of the attorneys’ fees in the amount of \$123,000.00,
23 shall be held in an interest-bearing account to be maintained by the Settlement Administrator,
24 pending the submission and approval of a Final Compliance Status Report after completion of the
25 distribution process.

26 16. The Court finds that reimbursement of litigation costs and expenses in the amount of
27 \$12,428.21 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
28 Administrator issue payment in the amount of \$12,428.21 to Class Counsel for reimbursement of

1 litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement
2 Agreement.

3 17. It is hereby ordered that within fifteen (15) business days after the Effective Date,
4 Defendant shall wire the Settlement Sum of \$4,100,000.00 and the employer's share of payroll taxes and
5 contributions with respect to the wage portion of Individual Settlement Shares into an account established
6 by the Settlement Administrator ("Qualified Settlement Fund"), in accordance with the terms and
7 methodology set forth in the Settlement Agreement. The employer's share of payroll taxes shall not be
8 paid from the Settlement Sum, shall remain the sole obligation of Defendant, and shall be paid separately
9 and in addition to the Settlement Sum.

10 18. It is hereby ordered that no later than ten (10) business days after Defendant has wired the
11 Settlement Sum to the Settlement Administrator, the Settlement Administrator shall issue payments due
12 under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
13 Settlement Class Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA
14 Payment to the LWDA; (d) Service Awards to Plaintiffs; (e) Attorneys' Fees and Costs to Class
15 Counsel; and (f) Settlement Administration Costs to itself, in accordance with terms and methodology
16 set forth in the Settlement Agreement.

17 19. Each check issued to a Settlement Class Member and/or PAGA Group Member for his
18 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a period of
19 one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period,
20 the check(s) shall be canceled. The leftover funds associated with checks issued to Settlement Class
21 Members and PAGA Employees, after the checks have been canceled, shall be transmitted to Court
22 Appointed Special Advocates ("CASA") of Alameda County as a *cy pres* recipient pursuant to
23 California Code of Civil Procedure Section 384. All Settlement Class Members shall be bound by the
24 terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate
25 their Individual Settlement Payment checks. All PAGA Group Members shall be bound by the terms
26 and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate
27 their Individual PAGA Payment checks.
28

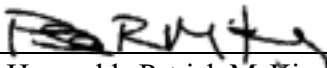
1 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
2 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
3 Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to
4 hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
5 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

6 21. Individualized notice of this Final Approval Order and Judgment is not required.
7 Simpluris Inc., the appointed Settlement Administrator, shall post a copy of the Final Approval Order
8 and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days
9 after the date of entry of this Final Approval Order and Judgment.

10 22. A Final Compliance Hearing is set for November 4, 2026 at 1:30 p.m. in Department 18.
11 Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the
12 funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance
13 Hearing.

14
15 **IT IS SO ORDERED.**

16 DATE: March 11, 2026

17 
18 The Honorable Patrick McKinney
19 Judge of the Alameda County Superior Court of
20 California
21 **Patrick McKinney / Judge**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 4, 2026, I served the foregoing document(s) described as: **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action by Electronic Service as follows:

Thomas T. Liu
Alekszandir Morton
PILLSBURY WINTHROP SHAW PITTMAN LLP
725 S. Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
Emails: thomas.liu@pillsburylaw.com; alekszandir.morton@pillsburylaw.com

Attorneys for Defendant Daiso USA LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 4, 2026, at Glendale, California.



Bianca Balentine

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Claire Seney et al
Plaintiff/Petitioner(s)
VS.
Daiso California, LLC, a
unknown business entity
Defendant/Respondent
(s)

No. RG20074999

Date: 03/04/2026

Time: 1:30 PM

Dept: 18

Judge: Patrick McKinney

ORDER re: Hearing on Motion for
Final Approval of
Settlement filed by Eliza
Serrano (Plaintiff) CRS#
A-20074999-001 filed by
Eliza Serrano (Plaintiff) on
02/06/2026

The Motion for Final Approval of Settlement filed by Eliza Serrano on 02/06/2026 is Granted in Part.

BACKGROUND

This is a wage-and-hour class action and PAGA representative action. Plaintiffs Eliza Serrano and Claire Seney have agreed to settle the claims against Defendant Daiso USA LLC (previously named Daiso California LLC) for \$4,100,000.00, and the court granted preliminary approval of the settlement. Plaintiffs seek final approval of the settlement, including approval of a \$1,435,000.00 attorney's fees award; reimbursement of \$12,428.21 in litigation costs incurred by class counsel; payment of \$25,217.69 in settlement administration costs; a service award of \$10,000.00 for Plaintiff Eliza Serrano; a service award of \$10,00.00 for Plaintiff Claire Seney; and an allocation of \$700,000.00 in PAGA penalties, 75% of which will be paid to the LWDA and 25% distributed to aggrieved employees. The remaining funds are to be distributed to class members on a pro rata basis. Plaintiff's counsel estimates an average individual class member payment of \$1,789.64. The motion is unopposed.

LEGAL STANDARD

To prevent "fraud, collusion or unfairness to the class," settlement or dismissal of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) A court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) A "presumption of fairness exists where: (1) the settlement is reached through arm's-length

ORDER re: Hearing on Motion for Final Approval of Settlement filed by
Eliza Serrano (Plaintiff) CRS# A-20074999-001 filed by Eliza
Serrano (Plaintiff) on 02/06/2026

Page 1 of 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

DISCUSSION

As discussed in the preliminary approval order, class counsel’s investigation and discovery allowed counsel and the court to act intelligently, and settlement was reached after arm’s length negotiations. Counsel cites significant team member experience in litigating class actions. (Mayer Decl., ¶ 5–15.) The settlement administrator received no written objections in response to the class notice. (Weisel Decl., ¶ 13.) The terms of the settlement and notice procedures are generally fair, reasonable and adequate.

The court, however, exercises its discretion to approve a \$7,500.00 service award for both named plaintiffs. Plaintiffs undoubtedly provided a service to class members and to the state, but the amount of work cited is not unusual, and there is no indication that either plaintiff was deposed or otherwise undertook unique effort or risk. Thus, the court will not deviate from its benchmark.

The court also exercises its discretion to approve an attorney’s fees award of 30%, rather than 35%, of the gross settlement amount. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; see also *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected class and that require court approval.”].)

A “court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys’ work.” (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) For cross-checking purposes using a lodestar/multiplier approach, Plaintiff’s counsel attests to approximately 350 hours spent on the matter. (Mayer Decl., ¶ 16.) This court usually applies a reasonable blended billing rate of \$600 per hour, but even using counsel’s proposed rate of \$850.00, a 30% award is more than 4 times the lodestar. The parties settled before dispositive motions or trial, and Plaintiff’s counsel does not cite unusual risks or issues. Under these circumstances, the court will not deviate from its benchmark.

ORDER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Plaintiff's motion is GRANTED IN PART. Plaintiff must submit a revised proposed order and judgment within 3 days of notice of entry of this order.

Ten percent of the attorney's fee award must be kept in the administrator's trust fund until the completion of the distribution process and court approval of a final accounting. Unclaimed funds should not be distributed to the designated recipient until the court approves the accounting. Plaintiff must file a final report and declaration regarding distribution at least 5 court days before the compliance hearing. Appearances may not be required if the report and declaration establish that the distributions are complete.

The final compliance hearing regarding distribution and accounting is set for November 4, 2026, at 1:30 p.m. in Department 18.

Compliance Hearing distribution and accounting is scheduled for 11/04/2026 at 01:30 PM in Department 18 at Rene C. Davidson Courthouse.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 03/04/2026



Patrick McKinney / Judge

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 18

JUDICIAL OFFICER: HONORABLE PATRICK MCKINNEY

Courtroom Clerk: Pam Drummer-Williams

CSR: None

RG20074999

March 4, 2026

1:30 PM

**Serrano VS Daiso California, LLC, a unknown business
entity**

MINUTES

APPEARANCES:

Other Appearance Notes: Plaintiffs represented by counsel Helene Mayer via virtual conference. Defendant represented by counsel Alekzandir Morton via virtual conference.

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement filed by Eliza Serrano (Plaintiff) CRS# A-20074999-001 filed by Eliza Serrano (Plaintiff) on 02/06/2026

The Motion for Final Approval of Settlement filed by Eliza Serrano on 02/06/2026 is Granted in Part.

BACKGROUND

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To prevent "fraud, collusion or unfairness to the class," settlement or dismissal of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) A court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) A "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

is small.” (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128 [quoting Dunk, supra, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

DISCUSSION

As discussed in the preliminary approval order, class counsel’s investigation and discovery allowed counsel and the court to act intelligently, and settlement was reached after arm’s length negotiations. Counsel cites significant team member experience in litigating class actions. (Mayer Decl., ¶ 5–15.) The settlement administrator received no written objections in response to the class notice. (Weisel Decl., ¶ 13.) The terms of the settlement and notice procedures are generally fair, reasonable and adequate.

The court, however, exercises its discretion to approve a \$7,500.00 service award for both named plaintiffs. Plaintiffs undoubtedly provided a service to class members and to the state, but the amount of work cited is not unusual, and there is no indication that either plaintiff was deposed or otherwise undertook unique effort or risk. Thus, the court will not deviate from its benchmark.

The court also exercises its discretion to approve an attorney’s fees award of 30%, rather than 35%, of the gross settlement amount. (See Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; see also Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected class and that require court approval.”].)

A “court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys’ work.” (Robbins v. Alibrandi, 127 Cal.App.4th 438, 452.) For cross-checking purposes using a lodestar/multiplier approach, Plaintiff’s counsel attests to approximately 350 hours spent on the matter. (Mayer Decl., ¶ 16.) This court usually applies a reasonable blended billing rate of \$600 per hour, but even using counsel’s proposed rate of \$850.00, a 30% award is more than 4 times the lodestar. The parties settled before dispositive motions or trial, and Plaintiff’s counsel does not cite unusual risks or issues. Under these circumstances, the court will not deviate from its benchmark.

ORDER

Plaintiff’s motion is GRANTED IN PART. Plaintiff must submit a revised proposed order and judgment within 3 days of notice of entry of this order.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Ten percent of the attorney's fee award must be kept in the administrator's trust fund until the completion of the distribution process and court approval of a final accounting. Unclaimed funds should not be distributed to the designated recipient until the court approves the accounting. Plaintiff must file a final report and declaration regarding distribution at least 5 court days before the compliance hearing. Appearances may not be required if the report and declaration establish that the distributions are complete.

The final compliance hearing regarding distribution and accounting is set for November 4, 2026, at 1:30 p.m. in Department 18.

Compliance Hearing distribution and accounting is scheduled for 11/04/2026 at 01:30 PM in Department 18 at Rene C. Davidson Courthouse.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By: P. Drummer-Williams, Deputy Clerk
Minutes of: 03/04/2026
Entered on: 03/06/2026

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 13, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Thomas T. Liu
Alekszandir Morton
PILLSBURY WINTHROP SHAW PITTMAN LLP
725 S. Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
Emails: thomas.liu@pillsburylaw.com; alekszandir.morton@pillsburylaw.com

Attorneys for Defendant Daiso USA, LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 13, 2026, at Glendale, California.



Bianca Balentine