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

ROLANDA GREENE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BABY LIST, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23CV008654
[Consolidated With 23CV013906]

Assigned for All Purposes to:
Honorable Jill Talley
Department 23

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: November 21, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department 23

Complaint Filed: September 18, 2023
Trial Date: None Set

ROLANDA GREENE, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

BABY LIST, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. 23CV013906
[Consolidated With Case No. 23CV008654]

Complaint Filed: December 21, 2023
Trial Date: Trial Date

FILED
Superior Court of California
County of Sacramento
11/24/2025
T. Shaddix, Deputy

1 The Court, having read the papers filed regarding Plaintiff Rolanda Green’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On April 23, 2025, Plaintiff and Defendant Baby List, Inc. (“Defendant”) entered the
6 Settlement Agreement to settle this lawsuit.

7 On July 29, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling the Final Approval Hearing.

12 On November 21, 2025, the Court held the Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated and the Class
18 has been given the opportunity to request exclusion, the Court has personal jurisdiction with
19 respect to the claims of all the Class Members. The Court has subject matter jurisdiction,
20 including jurisdiction to approve the Settlement and grants final certification of the Class.

21 3. Final Class Certification. The Court finds that the Class satisfies all
22 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
23 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
24 exempt employees of Defendant within the State of California at any time during the period from
25 September 18, 2019, through May 6, 2025 (“Class,” “Class Members,” and “Class Period”).
26 There are one hundred twenty-nine (129) Class Members who did not submit valid and timely
27 Requests for Exclusion from the Settlement (“Participating Class Members”).
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1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class for purposes of entering and implementing the Settlement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members were implemented pursuant to the Settlement and Preliminary
7 Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
- 9 (i) pendency of this lawsuit; (ii) material terms and provisions of the
- 10 Agreement and their rights; (iii) their right to object to any aspect of the
- 11 Agreement; (iv) their right to exclude themselves from the Agreement;
- 12 (v) their right to receive settlement payments; (vi) their right to appear at
- 13 the Final Approval Hearing; and (vii) binding effect of the orders and
- 14 judgment in this lawsuit on all the Participating Class Members;
- 15 b. Constitutes notice that fully satisfied the requirements of Code of Civil
- 16 Procedure section 382, Rule of Court 3.769, and due process;
- 17 c. Constitutes the best practicable notice to the Class Members under the
- 18 circumstances of this lawsuit; and
- 19 d. Constitutes notice reasonable, adequate, and sufficient for Class Members.

20 6. Final Settlement Approval. The terms and provisions of the Settlement
21 Agreement have been entered into good faith and are the product of arm’s-length negotiations by
22 experienced counsel who have done a meaningful investigation of the claims. The Settlement
23 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
24 adequate, and in the best interests of the Parties. The Parties are directed to implement the
25 Settlement Agreement according to its terms and provisions.

26 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
27 preclude any action to enforce the terms and provisions of the Settlement Agreement.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement
2 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
5 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
6 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
7 that were or could have been raised in this lawsuit and are encompassed by the Released Class
8 Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement
9 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
10 Class Members who have submitted timely requests for exclusion.

11 9. Release by the Participating Class Members. Effective on the date when
12 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
13 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
14 Members, on behalf of themselves and their former and present representatives, agents,
15 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
16 Released Class Claims.

17 a. Release by the Aggrieved Employees. Effective on the date when
18 Defendant fully funds the entire Gross Settlement Amount and funds all
19 employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, all the Participating and Non-Participating Class Members, who
21 are Aggrieved Employees, are deemed to release, on behalf of themselves
22 and their former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from the
24 Released PAGA Claims.

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b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, stockholders, insurers, and reinsurers.

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$130,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses ~~\$45,500~~ ^{\$43,333.33} Payment. The Court finds the Class Counsel Fees Payment of ~~\$45,500~~ to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$5,868.79, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Agreement, settlement administration, Released Class Claims, and Released PAGA Claims.

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- 1 a. The Court has an independent right and responsibility to review the Class
2 Counsel Fees Payment and only award so much as it determines
3 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
5 ~~\$45,500~~ ^{\$43,333.33} (35% of the Gross Settlement Amount) is supported using the
6 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
7 Cal.5th 480, 504.) Considering the results achieved, financial risk
8 undertaken, difficult nature of this litigation, skills required, percentage
9 fees award in previous and other cases, and contingent fees charged in the
10 marketplace, the Court finds that the Class Counsel Fees Payment is
11 consistent with the marketplace, is reasonable, and is approved.
- 12 b. The Court has reviewed the Declaration of Douglas Han regarding the
13 costs expended. Under the terms of the Settlement, Class Counsel may
14 seek reimbursement of up to \$10,000 in litigation costs. The Court finds
15 that Class Counsel expended \$5,868.79 in litigation costs, and such costs
16 were reasonable. The Court approves the payment of the Class Counsel
17 Litigation Expenses Payment of \$5,868.79 from the common fund for the
18 reimbursement of Class Counsel's litigation costs.

19 12. Class Representative Service Payment. The Court finds the Class
20 Representative Service Payment of \$7,500, to be paid by Defendant to Plaintiff out of the Gross
21 Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment
22 is to be paid pursuant to the terms and provisions set forth in the Agreement.

- 23 a. The rationale for making enhancement payments is that class
24 representatives should be compensated for the expense and risks that they
25 incurred in conferring a benefit on the Class. The criteria that the courts
26 consider include: (i) risk to the class representatives in commencing suit;
27 (ii) notoriety and personal difficulties; (iii) amount of time and effort spent
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1 by the class representatives; (iv) duration of the litigation; and (v) personal
2 benefit (or lack thereof) enjoyed by the class representatives.

- 3 b. The Court has reviewed Plaintiff's declaration. Given the risks inherent in
4 the services as the class representative, duration of the case and time
5 involved, and benefits created for the Class Members, the Court approves
6 the payment of the Class Representative Service Payment of \$7,500.

7 13. Administration Expenses Payment. The Court finds Administration
8 Expenses Payment of \$7,250, to be paid by Defendant to the Administrator out of the Gross
9 Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is
10 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

- 11 a. The Court has reviewed the Declaration of Amanda Howard from ILYM
12 Group, Inc., the Administrator. The Court finds that notice was provided
13 to the Class pursuant to the Preliminary Approval Order, constitutes the
14 best practicable notice to the Class, and satisfied due process. The Court
15 approves the payment of the Administration Expenses Payment of \$7,250
16 for the Administrator's services in administering the Settlement.

17 14. PAGA Penalties. The Court finds the PAGA Penalties of \$7,500, seventy-
18 five percent (75%) of which (\$5,625) will be paid to the California Labor and Workforce
19 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
20 which (\$1,875) will be distributed to the Aggrieved Employees, on a pro rata basis, to be
21 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
22 provisions set forth in the Settlement Agreement.

23 15. Fairness of the Settlement Agreement. As noted in the Preliminary
24 Approval Order, the Settlement Agreement is entitled to a presumption of fairness. In the moving
25 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
26 negotiations following litigation, discovery, and exchange of documentation.

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1 a. The fairness of the Settlement is demonstrated by there being no
2 objections to and no requests for exclusion from the Settlement.

3 b. The fairness of the Settlement is further illustrated by the gross *average*
4 Individual Class Payment being approximately \$437.06, and the gross
5 *highest* Individual Class Payment being about \$2,020.45.

6 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
7 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
8 Class Payments by transmitting the funds to the Administrator no later than fourteen (14) days
9 after the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross
10 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
11 Class Payments, the Administrator will mail checks to the appropriate entities and persons.

12 17. Uncashed Checks. The Participating Class Members and Aggrieved
13 Employees must cash or deposit their settlement checks within one hundred eighty (180)
14 calendar days after the checks are mailed to them by the Administrator. The uncashed settlement
15 checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund.

16 18. Compliance Hearing. The Court sets a compliance hearing for July 31,
17 2026 in Department 23. At least five (5) court days before this hearing, Plaintiff shall file a
18 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status
19 report shall specify the total amount paid to the Participating Class Members and residual of the
20 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
21 in the Settlement Agreement.

22 19. Modification of the Settlement Agreement. The Participating Class
23 Members are authorized to agree to and adopt amendments to or modifications of the Settlement
24 Agreement by an express written instrument signed by all Parties or their representatives and
25 approved by the Court. Such amendments or modifications shall be consistent with this Order
26 and Judgment and cannot limit the rights of the Participating Class Members.

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1 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
2 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

- 5 a. Entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement
7 Agreement, and permanently enjoining Plaintiff from initiating or
8 pursuing related proceedings, or to ensure the fair and orderly
9 administration of the Settlement Agreement;
- 10 b. Enforcing the terms and provisions of the Settlement Agreement and
11 resolving any disputes, claims, or causes of action in this lawsuit that, in
12 whole or in part, are related to or arise out of the Settlement Agreement or
13 this Order and Judgment; and
- 14 c. Entering any other necessary or appropriate orders to protect and
15 effectuate this Court's retention of continuing jurisdiction.

16 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
18 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 **IT IS SO ORDERED.**

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9 DATED: 11/24/2025



Jill Talley

HONORABLE JILL TALLEY
SUPERIOR COURT JUDGE

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On December 10, 2025, I served the foregoing document described as