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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

RAFAEL LIRA CUPA, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

ORGANICGIRL, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV003744

Honorable Ian A. Rivamonte
Department 14

CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	November 13, 2026
Time:	8:30 a.m.
Department:	14
Complaint Filed:	November 15, 2023
Trial Date:	None Set

This matter has come before the Honorable Ian A. Rivamonte, in Department 14 of the above-entitled Court, located at 1200 Aguajito Road, Monterey, California 93940, on November 13, 2026 at 8:30 a.m., on Plaintiff Rafael Lira Cupa's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel's Attorneys' Fees and Expenses, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Settlement Class, and CDF Labor Law, LLP appeared on behalf of Defendant organicgirl, LLC ("Defendant").

On May 12, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action in accordance with the Joint Stipulation of Settlement and Release of Class Action and PAGA Actions, Amendment No.1 to the Joint Stipulation of Settlement and Release of Class Action and PAGA Actions, and Amendment No. 2 to the Joint Stipulation of Settlement and Release of Class Action and PAGA Actions (collectively, "Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

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

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

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1),

as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Settlement Class Members as it pertains to the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq*. have been satisfied, with respect to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Settlement Class for settlement purposes, as set forth in the Preliminary Approval Order. The Settlement Class is hereby defined to include: all current and former hourly-paid employees who worked for Defendant within the State of California during the period from November 15, 2019 through December 31, 2024 ("Settlement Class" or "Settlement Class Members").

6. The PAGA Members for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former hourly-paid employees who worked for Defendant within the State of California during the period from September 8, 2022 through December 31, 2024.

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

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Settlement Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"), and that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Settlement Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Settlement Class Members to participate in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be heard have been heard. The Settlement Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Settlement Class Members who did not submit a timely and valid Opt-Out from the Class Settlement ("Participating Settlement Class Members"), individually and on behalf of their respective trustees, predecessors, successors, assigns, agents, attorneys, executors, administrators, fiduciaries, heirs, and representatives, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the full funding of the Gross Settlement Amount and Employer's Taxes, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of $300,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of $225,000.00 to the LWDA ("LWDA Payment"), and the amount of $75,000.00 to the PAGA Members, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to PAGA Members), and all PAGA Members, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

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

13. The Court finds that payment of Administration Expenses in the amount of $15,990.00 to Apex Class Action Administration, LLC ("Apex" or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of $15,990.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Payment in the amount of $10,000.00 to Plaintiff is fair and reasonable, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $10,000.00 to Plaintiff for his Enhancement Payment, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of $438,333.33 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $438,333.33 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of $13,791.88 to Class Counsel is reasonable, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $13,791.88 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. It is hereby ordered that within fourteen (14) calendar days (or the next available business day if the 14th day occurs on a weekend) after the Effective Date, Defendant shall deposit the Gross Settlement Amount of $1,315,000.00 and the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Payments into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within twenty-eight (28) calendar days of the Effective Date, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Class Payments to Participating Settlement Class Members, (b) Individual PAGA Payments to PAGA Members, (c) LWDA Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Class Counsel's Attorneys' Fees and Expenses to Class Counsel, and (f) Administration Expenses to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. Each check issued to a Participating Settlement Class Member and/or PAGA Member for his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be canceled. The funds associated with such canceled checks will be distributed by the Administrator to the *cy pres* recipient, Bay Area Legal Aid (BayLegal), 1735 Telegraph Avenue, Oakland, California 94612. All Participating Settlement Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Class Payment checks. All PAGA Members shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

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

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

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 14. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

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IT IS SO ORDERED.

DATE: _____

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The Honorable Ian A. Rivamonte
Judge of the Superior Court of California