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on behalf of others similarly situated, and on behalf of
Aggrieved Employees pursuant to the
California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JESSE ROMERO, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

CALIFORNIA CLOSET COMPANY, a
California corporation; CAL CLOSET RETAIL,
INC., a Delaware corporation; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 23STCV27355

Hon. Samantha Jessner, Department 7

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

Date: June 5, 2025

Time: 10:00 a.m.

Dept.: 7

Complaint Filed: November 7, 2023

FAC Filed: October 10, 2024

Trial Date: None Set

1 Plaintiff Jesse Romero’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 (“Motion for Final Approval”) came before this Court on **June 5, 2025 at 10:00 a.m.**, before the
4 Honorable Samantha Jessner in Department 7 of the above-captioned Court, located at 312 N. Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement” or “Settlement Agreement”), First Amendment to Class Action and PAGA Settlement,
8 Plaintiff’s Motion for Final Approval, the supporting papers filed by the Parties, the Declarations of
9 Class Counsel Karen I. Gold, the Class Representative (Plaintiff Jesse Romero), and the Settlement
10 Administrator (Madely Nava on behalf of APEX Class Action, LLC), and the evidence and argument
11 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
12 PAGA Settlement and exhibits thereto, the Court grants final approval of the Settlement and HEREBY
13 ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant California Closet Company and Defendant Cal. Closet Retail, Inc.
16 (“Defendants”) (together, with Plaintiff, the “Parties”), including all members of the class.

17 2. The Court finds that the following “Class” is properly certified as a class for settlement
18 purposes only: “all current and former hourly-paid and/or non-exempt employees who worked for
19 Defendants in the State of California at any time during the Class Period.”

20 3. The “Class Period” is defined as the period from November 7, 2019 through January
21 29, 2025 with regard to Defendant California Closet Company, Inc., and January 1, 2022 through
22 January 29, 2025 with regard to defendant Cal Closets Retail, Inc.

23 4. The Court appoints Plaintiff Jesse Romero as the Class Representative for settlement
24 purposes only.

25 5. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa
26 A. Mayhood of Blackstone Law, APC as Class Counsel for settlement purposes only.

27 6. The Notice of Class Action and PAGA Settlement (“Class Notice”) provided to the
28 Class conforms with the requirements of California Code of Civil Procedure section 382, California

1 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
2 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
3 circumstances, by providing individual notice to all Class Members who could be identified through
4 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
5 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
6 process.

7 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 8. The Settlement Agreement is not an admission by Defendants, or by any other Released
13 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
14 by Defendants or any other Released Parties. Neither this Order and Judgment, the Settlement, nor
15 any document referred to herein, nor any action taken to carry out the Settlement, may be construed
16 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
17 whatsoever by or against Defendants or any of the other Released Parties.

18 9. The Court finds that no Class Members have validly and timely opted out of the Class
19 Settlement and no Class Members have objected to the Class Settlement.

20 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
21 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
22 the Gross Fund Value of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

23 11. The Court approves the payments from the Gross Fund Value of attorneys' fees to Class
24 Counsel in the sum of \$597,999.40 and reimbursement of actual litigation costs and expenses to Class
25 Counsel in the sum of \$23,000. The attorneys' fees and reimbursement of litigation costs and expenses
26 to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based
27 on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
28 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Fund Value in the amount of \$10,990.00 to APEX Class Action, LLC for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$134,550.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that no later than thirty (30) days after the Effective Date,, Defendants will deposit the Gross Fund Value into a Qualified Settlement Fund established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The “Effective Date” means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the settlement; (b) the Judgment is final; and (c) 90 days have passed and the period of time to appeal has lapsed. The Judgment is final as of the latest of the following occurrences: (a) if no participating Settlement Class Member objects to the settlement, 90 days after the Court enters Judgment and the time to appeal lapses; (b) if one or more participating Settlement Class Members objects to the settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appeal is withdrawn or the appellate court affirms the Judgment and issues a remittitur.

16. It is hereby ordered that within seven (7) days of the funding of the Gross Fund Value, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

17. Each Individual Settlement Payment and Individual PAGA Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division in the name of the Settling Class Member and/or Aggrieved Employee.

1 18. Upon the full funding of the Gross Fund Value, Plaintiff and all Settling Class Members
2 will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
3 discharged the Released Parties of all Class Released Claims. “Class Released Claims” means all
4 claims that were alleged, or reasonably could have been alleged based on the factual allegations
5 contained in the Operative Complaint, including, but not limited to, California Labor Code sections
6 201, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 245,
7 245.5, 246, 246.5, 247, 247.5, 248.1, 248.2, 249, 256, 510, 511, 512, 551, 558, 558.1, 1174, 1174.5,
8 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Industrial Commission Wage
9 Orders, and including all claims related to alleged: (1) Minimum Wage and Straight Time Violations;
10 (2) Overtime Wage Violations; (3) Unpaid Vacation and Holiday Wages; (4) Meal Period Violations;
11 (5) Rest Period Violations; (6) Failure to Timely Pay Wages During Employment; (7) Failure to
12 Provide Accurate Wage Statements, Maintain Required Records, and Recordkeeping Violations; (8)
13 Failure to Pay All Wages Earned and Unpaid at Separation; (9) Improper Payment of Final Wages;
14 (10) Failure to Reimburse Business Expenses; (11) Failure to Provide Sick Leave and Notice of
15 Entitlement to Sick Leave; and (12) Unfair Competition. This further includes any and all other claims
16 under California common law, the California Labor Code, and the California Business and Professions
17 Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in
18 the action. This expressly excludes PAGA Released Claims, which are separately released below.

19 19. Upon the full funding of the Gross Fund Value, Plaintiff, the State of California with
20 respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully,
21 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
22 of all PAGA Released Claims. “PAGA Released Claims” means upon Defendant’s fulfillment of its
23 payment obligations of this Agreement, in exchange for the consideration provided by this Agreement,
24 Plaintiff, the State of California, the LWDA, the Aggrieved Employees and their respective former
25 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and any
26 other representative, proxy, or agent thereof shall release the Released Parties from all claims made or
27 which could have been made for civil penalties under the PAGA, Labor Code section 2698, et seq.,
28 based on the facts pled in Plaintiff’s letters to the LWDA (including his initial letter to the LWDA and

the amended letter discussed above) and the Operative Complaint, from October 24, 2022 to the date of the Court's order granting Preliminary Approval of the settlement including, but not limited to, any and all claims for PAGA penalties involving any allegations that Defendants failed to pay all wages due (including minimum wages, regular wages, sick pay, vacation pay, holiday pay, paid time off and overtime wages or double time wages); failed to provide legally-compliant meal and rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks; failed to timely pay all earned wages and compensation; failed to timely pay wages during employment; improper payment of final wages; failure to provide sick leave and notice of entitlement to sick leave; failed to reimburse necessary business expenses; failed to provide timely final pay; failed to maintain required records; recordkeeping violations; failed to properly pay sick pay and vacation time; failed to provide accurate itemized wage statement, as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 245, 245.5, 246, 246.5, 247, 247.5, 248.1, 248.2, 249, 256, 510, 511, 512, 551, 558, 558.1, 1174, 1174.5, 1185, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, Section 11000 et seq. The Aggrieved Employees shall release their PAGA claims, to the extent they have any interest, in their entirety and may not opt out of the PAGA Released Claims.

20. In exchange for the Enhancement Payment, and upon Defendants' delivery of the Gross Fund Value and employer-side payroll taxes on wages paid to Class Members to the Settlement Administrator, Plaintiff agrees to release, in addition to the Released Class Claims and Released PAGA Claims described above, all claims whether known or unknown, under federal law and state law against the Released Parties. The Enhancement Payment shall be paid to Plaintiff specifically in exchange for the general release of the Released Parties from all claims set forth in this Agreement, including those specified in this Paragraph. Plaintiff expressly waives the protections and any and all benefits of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY.

3 21. The “Released Parties” means (i) Defendants; (ii) each of Defendants’ past, present,
4 and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect
5 subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
6 directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
7 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
8 successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly
9 liable with any of the foregoing.

10 22. This Court shall retain continuing and exclusive jurisdiction over all matters related to
11 the administration and consummation of the terms of this Settlement and enforcement of the final
12 judgment.

13 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 24. A Non-Appearance Case Review re: Final Report is set for
17 _____ at _____ in Department 7 of this Court located at 312 N.
18 Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report
19 by _____.

20 **IT IS SO ORDERED.**

21 Dated: _____

Honorable Samantha Jessner