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**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

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

Date: March 4, 2026
Time: 1:30 p.m.
Department: 18
Reservation ID: A-20074999-001

Complaint Filed: September 22, 2020
FAC Filed: April 16, 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 \$10,000.00 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 \$10,000.00 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 \$1,435,000.00 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 \$1,435,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set
22 forth in the Settlement Agreement.

23 16. The Court finds that reimbursement of litigation costs and expenses in the amount of
24 \$12,428.21 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
25 Administrator issue payment in the amount of \$12,428.21 to Class Counsel for reimbursement of
26 litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement
27 Agreement.

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

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

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

26 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
27 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
28 Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to

1 hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
2 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

7 22. A Final Compliance Hearing is set for _____ at
8 _____ a.m./p.m. in Department 18. Class Counsel shall submit the Settlement Administrator's
9 accounting report regarding the status of the funding and disbursement of the Settlement at least five (5)
10 court days prior to the Final Compliance Hearing.

11
12 **IT IS SO ORDERED.**

13 DATE: _____

The Honorable Patrick McKinney
Judge of the Alameda County Superior Court of
California