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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PABLO GODOY, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

GEORGICA PINE CLOTHIERS, LLC., a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24STCV12684

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

Hearing Date: May 6, 2026

Hearing Time: 10:00 a.m.

Judge: Hon. Elaine

Dept: SS-9

Date Filed: March 29, 2024

Trial Date: Not set

The unopposed motion of Plaintiff Pablo Godoy (“Plaintiff”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Georgica Pine Clothiers, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on May 6, 2026 before the Honorable Elaine Lu.

I.
FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties to this litigation, including the Class.
3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Fifteen Thousand Dollars (\$515,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On October 30, 2025, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last-known addresses on or about December 19, 2025. This mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to

1 the Class Members fully and accurately informed the Class Members of all material elements of
2 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
3 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
4 complied fully with the laws of the State of California, the United States Constitution, due process
5 and other applicable law. The Class Notice fairly and adequately described the Settlement and
6 provided Class Members adequate instructions and a variety of means to obtain additional
7 information.

8 7. The Response Deadline for opting out or submitting written objections to the
9 Settlement was February 19, 2026, which for re-mailings was extended by fourteen (14) days.
10 There was an adequate interval between notice and the deadline to permit Class Members to
11 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
12 Class Members to participate in this hearing, and all Class Members and other persons wishing to
13 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
14 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
15 Court determines that all Class Members who did not timely and properly submit a request for
16 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

17 **Fairness of the Settlement**

18 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
19 48 Cal.App.4th 1794, 1801 (1996).

20 a. The settlement was reached through arm's-length bargaining between the
21 Parties during an all-day mediation before Tagore Subramaniam, an experienced mediator of wage
22 and hour class actions. There has been no collusion between the Parties in reaching the
23 Settlement.

24 b. Plaintiff and Class Counsel's investigation and discovery have been
25 sufficient to allow the Court and counsel to act intelligently.

26 c. Counsel for all Parties are experienced in similar employment class action
27 and PAGA litigation. Class Counsel recommended approval of the Agreement.

1 d. The percentage of objectors and requests for exclusion is small. No
2 objections were received. No requests for exclusion were received.

3 e. The participation rate was high. 91 Participating Class Members will be
4 mailed a settlement payment, representing 100% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the
6 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
7 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
8 Members' claims, given the uncertainties and significant risks of the litigation and the delays
9 which would ensue from continued prosecution of the action.

10 10. The Agreement is approved as fair, adequate and reasonable and in the best
11 interests of the Class Members.

12 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

13 11. An award of \$171,666 for attorneys' fees, representing one-third of the Gross
14 Settlement Amount, and \$17,829.17 for litigation costs and expenses, is reasonable, in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
17 lodestar and billing statement.

18 **Class Representative Service Payment**

19 12. The Agreement provides for a Class Representative Service Payment of not more
20 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that the Class
21 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
22 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
23 bringing and prosecuting this matter on behalf of the Class.

24 **Administration Expenses Payment**

25 13. The Administrator shall calculate and administer the payment to be made to the
26 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
27 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
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1 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
2 Administrator has documented \$4,000 in fees and expenses, and this amount is reasonable in light
3 of the work performed by the Administrator.

4 **PAGA Penalties**

5 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
6 of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development Agency
7 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$1,250 to be distributed to the Aggrieved Employees and
9 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
10 (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
11 the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
12 Periods. “Aggrieved Employees” are all non-exempt employees who worked for Defendant in the
13 State of California at any time during the PAGA Period (March 12, 2023 through June 27, 2025,
14 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement
15 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
16 Penalties to be reasonable.

17 **II.**

18 **ORDERS**

19 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

20 15. The Class is certified for the purposes of settlement only. The Class is defined as
21 follows:

22 All individuals who are or previously were employed by Defendant who were
23 classified as non-exempt in the State of California at any time during the Class
Period (May 20, 2020 through June 27, 2025).

24 16. All persons who meet the foregoing definition are members of the Class, except for
25 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
26 no individuals who requested exclusion.
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1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
3 the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to
4 the Administrator no later than 14 days after the Effective Date.

5 18. Class Counsel are awarded attorneys' fees in the amount of \$171,666 and costs in
6 the amount of \$17,829.17. Class Counsel shall not seek or obtain any other compensation or
7 reimbursement from Defendant, Plaintiff or members of the Class.

8 19. The payment of the Class Representative Service Payment in the amount of
9 \$10,000 to the Plaintiff is approved.

10 20. The payment of \$4,000 to the Administrator for its fees and expenses is approved.

11 21. The PAGA Penalties amount of \$5,000 is approved and is to be distributed in
12 accordance with the Agreement.

13 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
14 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

15 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
16 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
17 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
18 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
20 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
21 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
22 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
23 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
24 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
25 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
26 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
27 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
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1 Claims and/or Released PAGA Claims.

2 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
3 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
4 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
5 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
6 Class Members.

7 25. If the Agreement does not become final and effective in accordance with the terms
8 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
9 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
10 revert to their respective positions as of before entering into the Agreement, and expressly reserve
11 their respective rights regarding the prosecution and defense of this Action, including all available
12 defenses and affirmative defenses, and arguments that any claim in the Action could not be
13 certified as a class action and/or managed as a representative action.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiffs, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from the Released Class Claims. The "Released Class
26 Claims" are any and all claims that were alleged, or reasonably could have been alleged, based on
27 the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended,
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1 and/or PAGA Notice, as amended, which occurred during the Class Period during employment in
2 a non-exempt position in California. The Released Class Claims are all causes of action and
3 factual or legal theories/allegations that were alleged in the Operative Complaint and/or Plaintiff's
4 PAGA Notice to the LWDA, or that could have been brought based on those same factual or legal
5 theories/allegations, against the released parties alleged in the Operative Complaint and/or
6 Plaintiff's PAGA Notice to the LWDA that occurred during the Class Period. The Released Class
7 Claims will include claims for violation of, or recovery under, Labor Code sections 201, 202, 203,
8 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2,
9 1197, 1197.1, 1198, 2802; the California Labor Code Private Attorneys General Act; the
10 applicable IWC Wage Order; and Business & Professions Code section 17200-17208. The
11 Released Class Claims also includes the following claims for relief that are based on the facts in
12 the Operative Complaint that occurred during the Class Period: (a) failure to pay minimum and
13 straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d)
14 failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f)
15 failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure
16 to indemnify employees for expenditures; (i) unfair business practices; (j) all damages, penalties,
17 restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above
18 legal authorities and/or claims for relief under local, California, and federal law. Except as
19 expressly set forth in this Agreement, Participating Class Members do not release any other
20 claims, including Plaintiff's individual settlement, and claims for vested benefits, wrongful
21 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
22 disability, social security, workers' compensation, or California class claims outside the Class
23 Period.

24 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
27 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
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1 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
2 Notice that occurred during the PAGA Period, e.g., any and all claims relating to (a) failure to pay
3 minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal
4 breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at
5 termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage
6 statements; (h) failure to indemnify employees for expenditures. The Released PAGA Claims do
7 not include PAGA claims outside of the PAGA Period.

8 (c) Plaintiff and his respective former and present spouses, representatives,
9 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
10 Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

11 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
12 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
13 Administrator shall transmit the funds represented by such checks to the Court-approved Cy Pres
14 Recipient in accordance with the to the requirements of California Code of Civil Procedure
15 Section 384, subd. (b). The Court approves Bet Tzedek Legal Services as the cy pres Recipient.

16 30. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
18 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
19 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
20 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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23 Dated: _____

24 _____
25 HON. ELAINE LU
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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