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

ALEXANDER WILSON, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

RECREATIONAL EQUIPMENT, INC., a
Washington corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 34-2022-00328937-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: July 11, 2025
Time: 9:00 a.m.
Place: Department 22

Complaint Filed: October 26, 2022
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release and Amendment thereto (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the Settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiff's Counsel; the Settlement is the result of serious, informed, adversarial, and arm's-
3 length negotiations between the Parties; and the terms of the Settlement are in all respects fair, adequate,
4 and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the Settlement as set forth in the Settlement
13 Agreement, the Court's Preliminary Approval Order, and expressly finds that the Settlement is, in all
14 respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby
15 directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.
16 The Court also finds that settlement now will avoid additional and potentially substantial litigation costs,
17 as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after
18 considering the monetary recovery provided by the Settlement in light of the challenges posed by
19 continued litigation, the Court concludes that the settlement provides Class Members with fair and
20 adequate relief.

21 9. The Settlement Agreement is not an admission of liability by Defendant or by any other
22 Released Party, nor is this Order a finding of the validity of any claims, allegations or of any wrongdoing
23 by Defendant or any other Released Party. There has been no finding by the Court that Defendant
24 engaged in any wrongdoing in this Action. The Settlement also shall not be deemed an admission by
25 Defendant that this Action was properly brought as a class or representative Action. Neither this Order,
26 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
27 Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
28 omission, concession, waiver of defenses, or liability whatsoever by or against Defendant or any of the

1 other Released Parties. Further, the Court's final approval of the Settlement shall not be deemed a
2 finding or determination that Defendant's policies or practices were unlawful in this Action or any other
3 action. Notwithstanding the foregoing, nothing in this Order precludes Defendant or any Released Party
4 from filing the Settlement Agreement, the Court's Order(s) and/or Judgment stemming from this Action
5 in any other matter to enforce the terms of the Settlement, against a Class Member or PAGA Member,
6 including, for example, for *res judicata* or estoppel purposes.

7 10. With the exception of the eight individuals who opted out of the Settlement Class, Final
8 Approval shall be with respect to: All persons who worked for Defendant as non-exempt, hourly paid
9 employees in the State of California from October 26, 2018 through January 8, 2024. Although these
10 eight individuals opted out of the Settlement Class, to the extent they are PAGA Members, they cannot
11 exclude themselves from receiving their share of the PAGA Fund and are hereby bound by the Released
12 PAGA Claims.

13 11. Plaintiff Alexander Wilson is an adequate and suitable representative and is hereby
14 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
15 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
16 Settlement Class, and that his interests are aligned with those of the Settlement Class.

17 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
18 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
19 claims arising out of his employment with Defendant, including, but not limited to, a waiver under
20 California Civil Code section 1542.

21 13. The Court finds that the attorneys at Capstone Law APC have the requisite
22 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
23 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
24 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

25 14. The settlement of civil penalties under PAGA in the amount of \$250,000 is hereby
26 approved. Seventy-Five Percent (75%), or \$187,500, shall be paid to the California Labor and
27 Workforce Development Agency ("LWDA"). The remaining Twenty-Five Percent (25%), or \$62,500,
28 will be paid to PAGA Members. The PAGA Payments shall be allocated to all PAGA Members

1 regardless of whether they requested exclusion from the Class. The Court finds and determines the
2 PAGA Payments are fair, reasonable and adequate. The Court also finds and determines that the notice
3 Plaintiff submitted to the LWDA of the Settlement complied with the statutory requirements of PAGA.
4 The Court hereby grants final approval to, and orders the payment of, these PAGA amounts to the
5 PAGA Members and LWDA, in accordance with the terms of the Settlement.

6 15. The Court hereby awards \$1,500,000 in attorneys' fees and \$16,145.61 in costs and
7 expenses to Capstone Law APC.

8 16. The Court approves settlement administration costs and expenses in the amount of
9 \$45,000 to CPT Group, Inc.

10 17. All Class Members were given a full and fair opportunity to participate in the Approval
11 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
12 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
13 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
14 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
15 Members on behalf of themselves and their respective former and present representatives, agents,
16 attorneys, heirs, administrators, successors, estates, executors and assigns, have released and forever
17 discharged Defendant and the Released Parties for any and all Released Class Claims during the Class
18 Period:

19 All state, federal, and local claims, or causes of action, of whatever kind or nature,
20 that were alleged or could have been alleged based on the factual allegations in the
21 pleadings and/or LWDA Letter, including, but not limited to, facts related to
22 unpaid minimum wages, off-the-clock work, unpaid overtime, inaccurate wage
23 statements, failure to provide meal and rest periods or failure to pay meal and rest
period premiums, unlawful record-keeping requirements, unreimbursed business-
related expenses, unlawful payment of wages, or unlawful payment of final
wages._

24 18. Additionally, all PAGA Members on their behalf and on behalf of their respective
25 former and present representatives, heirs, executors, administrators, agents, successors, assigns, estates,
26 and attorneys and the LWDA have fully and forever released and forever discharged Defendant and the
27 Released Parties for any and all Released PAGA Claims during the PAGA Period: Any and all claims
28 for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably

1 have been brought based on the same facts alleged in Plaintiff's LWDA Letter during the PAGA Period
2 and Plaintiff's Operative Complaint.

3 19. Judgment in this matter is entered in accordance with the above findings.

4 20. The Court hereby determines that as of the Funding Date, and for the duration of the
5 Class Period and PAGA Period, all Participating Class Members and PAGA Members are hereby
6 deemed to have waived and released all Released Class Claims and Released PAGA Claims (as
7 applicable), and are forever barred and enjoined from prosecuting the Released Class Claims and
8 Released PAGA Claims as set forth in the Settlement.

9 21. Other than their employer-side payroll taxes, Defendant's payment of the Gross
10 Settlement Amount shall be the sole financial obligation of Defendant under the Settlement and shall be
11 in full satisfaction of all Released Class Claims and Released PAGA Claims.

12 22. Without affecting the finality of the Judgment, the Court shall retain exclusive and
13 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
14 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
15 the terms of the Judgment entered herein.

16 23. This document shall constitute a judgment (and separate document constituting said
17 judgment) for purposes of California Rules of Court, Rule 3.769(h).

18 24. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule
19 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
20 Settlement Administrator's website.

21 25. Pursuant to California Code of Civil Procedure 384 and the Settlement, Participating
22 Class Members and PAGA Members shall have 180 days from the date of the check's issuance to cash
23 their Individual Settlement Payment. After the expiration of the 180-day period, for any checks returned
24 as undeliverable or checks remaining uncashed, the Settlement Administrator, on Defendant's behalf,
25 shall tender such payments in equal shares to: (a) Sacramento Tree Foundation and (b) Center for Nature
26 and Health at the University of California – San Francisco (collectively, Cy Pres Recipients"). The Court
27 hereby approves distribution of unclaimed Settlement Payments to the Cy Pres Recipients and finds the
28 Cy Pres Recipients fair and reasonable.

1 26. The Court sets a further Compliance Hearing for April 17, 2026 at 10:30 a.m. At least 15
2 calendar days prior to the Compliance Hearing, Counsel shall file a declaration regarding the status of the
3 distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully
4 distributed, no appearance will be required.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6 Dated: i 03 03



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

Hon. Lauri A. Damrell
Sacramento County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **July 11, 2025**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Neal A. Fisher Jr.
NFisher@perkinscoie.com

Brittany A. Sachs
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PERKINS COIE LLP

1888 Century Park East, Suite 1700
Los Angeles, CA 90067

Attorneys for Defendants:
Recreational Equipment, Inc.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 11, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature