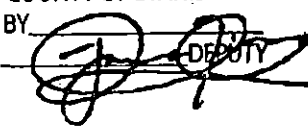


1 ANTHONY J. ORSHANSKY (SBN 199364)
anthony@counselonegroup.com
2 JENNIFER L. CONNOR (SBN 241480)
jennifer@counselonegroup.com
3 COUNSELONE, PC
9301 Wilshire Boulevard, Suite 650
4 Beverly Hills, California 90210
Telephone: (310) 277-9945
5 Facsimile: (424) 277-3727

6 Attorneys for Plaintiff

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FILED
MAR 10 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY  DEPUTY

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

ANGELINA VASQUEZ, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

CP RETAIL, LLC, a California limited liability
corporation; WINMARK CORPORATION, a
Minnesota corporation; and DOES 1 through
100, inclusive,

Defendants.

CV-21-000723
Case No.: ~~21-CV-000723~~ JW

Assigned for all purposes to:
Hon. Sonny S. Sandhu, Dept. 24

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCMENT PAYMENT

Final Approval Hearing:
Date: February 28, 2023
Time: 8:30 a.m.
Dept.: 24

Complaint Filed: February 11, 2021
Jury Trial Date: None Set

1 WHEREAS, this matter came on for hearing on February 28, 2023, at 8:30 a.m. before the
2 Honorable Sonny S. Sandhu in Department 24 of the Stanislaus County Superior Court located at
3 801 10th Street, Modesto, California 95354, upon the application of Plaintiff Angelina Vasquez
4 (“Plaintiff”) for approval of the settlement set forth in the Stipulation of Class and Representative
5 Action (“Settlement” or “Settlement Agreement”) attached at Exhibit “1” to the Declaration of
6 Jennifer L. Connor filed concurrently with the Motion, and due and adequate notice was given to
7 the members of the Class, the Court having considered all papers filed and proceedings in this case
8 and good cause appearing therefore, and WHEREAS, all defined terms contained herein have the
9 same meanings as set forth in the Settlement Agreement,

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

11 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
12 forth in the Settlement.

13 2. The Court has jurisdiction over this matter and venue is proper.

14 3. The Court finds that this Action is properly maintained as a class action, for
15 settlement purposes only, pursuant to Code of Civil Procedure section 382 and California Rules of
16 Court, Rule 3.769.

17 4. For settlement purposes only, the “Class” and “Class Member(s)” for purposes of
18 this Order shall mean:

19 **Class Members** - All current and former non-exempt, hourly employees in
20 California who are or were employed by CP Retail, LLC (“Defendant” or “CP
Retail”) stores in California during the Class Period.

21 The “Class Period” is defined as the time period starting at any time beginning on February 11, 2017
22 and ending on January 16, 2022.

23 5. Pursuant to the Settlement and for purposes of this Order, Class Members who have
24 not submitted a timely and valid opt-out/request for exclusion are collectively the “Settlement Class
25 Members.”

26 6. Pursuant to the Settlement and for purposes of this Order, “PAGA Group Members”
27 are defined as all Class Members, whether or not they submit a request for exclusion from the
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1 Settlement Class, employed by Defendant during the PAGA Period. The “PAGA Period” is defined
2 as the time period starting on October 13, 2019 and ending on January 16, 2022.

3 7. After distribution of the Court-approved Notice of Proposed Class Action and
4 PAGA Settlement and Hearing Date for Court Approval (“Class Notice”), along with the
5 individualized Share Form (collectively, “Notice Packets”) and following a forty-five (45) day opt-
6 out period, the Settlement Administrator reports that response from the 278 Class Members resulted
7 in zero objections and zero opt-out/request for exclusion, thus, resulting in a 100% participation
8 rate. There was also reported one undeliverable class notice after an additional skip-trace and
9 address search was performed. Thus, a Class consisting of 278 Settlement Class Members shall be
10 bound by this Final Approval Order or any release provided herein.

11 8. CounselOne, P.C. is appointed Class Counsel.

12 9. Named Plaintiff Angelina Vasquez is appointed Class Representative.

13 10. The Court approves CPT Group, Inc. as the Settlement Administrator.

14 11. The Court finds that the 6-page Notice of Proposed Class Action and PAGA
15 Settlement and Hearing Date for Court Approval, which was attested to and authenticated by the
16 Settlement Administrator (*see* internal Exhibit “A” to the Declaration of Emilio Cofinco Regarding
17 Class Notice and Settlement Administration), as mailed to Class Members by the Settlement
18 Administrator was the best notice practicable under the circumstances. The Class Notice provided
19 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
20 of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said
21 Class Notice fully satisfied the requirements of the law and the requirements of California Code of
22 Civil Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

23 12. The Court finds that no Class Members objected to or opted out of the Settlement,
24 and that the 100% participation rate in the Settlement supports final approval.

25 13. The Court finds that the Settlement Agreement is fair, reasonable, and adequate to
26 the Class Members, is in the best interest of the Class Members, has been entered into in good faith
27 and should be and hereby is fully and finally approved. The Settlement represents a fair resolution
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1 of all claims asserted on behalf of Plaintiff and the Class Members, and fully and finally resolves
2 all such claims.

3 14. The Court hereby approves the class settlement set forth in the Settlement
4 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
5 the Parties and Settlement Administrator to effectuate the Settlement according to its terms. The
6 Court finds that the settlement has been reached as result of intensive, serious, and non-collusive
7 arm's length negotiations. The Court finds that the Parties have conducted extensive investigation
8 and research and counsel for the Parties are able to reasonably evaluate their respective positions.
9 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
10 avoid the delay and risks that would be presented by the further prosecution of this Action. The
11 Court has noted the significant benefits to the Class Members under the Settlement.

12 15. As of the Effective Date, Plaintiff and each Settlement Class Member shall be
13 deemed to have, and by operation of the Final Approval Order shall have, fully and irrevocably
14 released and forever discharged the Defendant CP Retail, LLC, Capital Partners Plato's Closet,
15 LLC, Winmark Corporation, Team Belleci, Inc., and each of their current and former partners,
16 shareholders, directors, employees, owners, officers, agents, attorneys, insurers, successors,
17 affiliates, subsidiaries, and assigns ("Released Parties"), and each of them, of and from all
18 Settlement Class Members' Released Claims during the Class Period, which are defined as:

19 **Settlement Class Members' Released Claims** means the release of claims by
20 Settlement Class Members, including Plaintiff, pled in the operative complaint of
21 this Lawsuit filed in the Stanislaus County Superior Court Case No. CV-21- 000723,
22 or claims that could have been pled based on the facts pled, or claims that could have
23 been pled for: unpaid minimum and overtime wages, non-compliant meal and rest
24 break and/or failure to pay premiums owed thereon, forfeited vested vacation, failure
25 to provide suitable seating, unreimbursed business expenses, maintenance and
26 issuance of inaccurate wage statements, untimely wages during employment and
27 upon separation, and violations of the Private Attorneys General Act of 2004 and
28 California Business and Professions Code (collectively, "Settlement Class
Members' Released Claims"). Settlement Class Members' Released Claims
excludes the release of claims not permitted by law,

and as otherwise consistent with and set forth in the Settlement Agreement.

16. As of the Effective Date, the Settlement shall be the exclusive remedy for any and
all of Plaintiff's Released Claims (as defined in the Settlement Agreement at paragraphs 26, 46,

1 and otherwise) of Plaintiff and for any and all Settlement Class Members' Released Claims of each
2 and every Settlement Class Member.

3 17. The Settlement Amount to be paid by Defendant CP Retail, LLC is a non-
4 reversionary \$425,000.00 as part of the Total Settlement Amount. The Total Settlement Amount
5 ("TSA") will be used for the following: (1) to satisfy the Individual Settlement Payments to Class
6 Members; (2) to pay the Court-approved Class Representative Enhancement Payment; (3) to pay
7 the PAGA Penalties, including the Labor and Workforce Development Agency ("LWDA")
8 payment and to Class Members/PAGA Group Members who worked during the PAGA Period; (4)
9 to pay the Court-approved Settlement Administration Costs; (5) to pay the Court-approved Class
10 Counsel's attorneys' fees; and (6) to pay the Court-approved actual litigation costs. The Total
11 Settlement Amount is exclusive of employer federal and state payroll taxes.

12 18. The Court finds that attorneys' fees in the amount of \$170,000.00 and actual
13 litigation costs of \$6,991.31 for Class Counsel are fair, reasonable, and adequate, and orders that
14 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
15 terms of the Settlement Agreement.

16 19. The Class Representative enhancement payment in the amount of \$7,500.00 to the
17 Class Representative is approved as being fair and reasonable compensation for the Class
18 Representative's efforts in initiating and prosecuting this action, the work involved, and the risks
19 assumed.

20 20. The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in
21 the amount of \$14,500.00 for the notification and settlement administration services it performed
22 in connection with this Action.

23 21. The payment of the California Labor and Workforce Development Agency
24 ("LWDA") for civil penalties in the amount of \$30,000.00, \$22,500.00 of which will be paid to the
25 LWDA pursuant to statute, while the remaining \$7,500.00 to PAGA Group Members, is approved.

26 22. From the Net Settlement Amount, the Settlement Administrator shall pay all
27 individual settlement amount payments to Settlement Class Members and PAGA Group Members,
28 including the employment taxes for wage-related portions thereto. The calculation, timing, and

1 payment of individual settlement checks to Settlement Class Members and PAGA Group Members
2 will be made by the Defendant and Settlement Administrator in specific accord with paragraph
3 57(a)-(g), and among other paragraphs, in the Settlement Agreement. (Settlement Agreement ¶
4 57(a)-(g).)

5 23. The Settlement provides that any uncashed checks remaining 180 days after
6 distribution will be provided to the Center for Workers' Rights as the designated *cy pres* recipient,
7 in conformity with the requirements of California Code of Civil Procedure section 384. (Settlement
8 Agreement ¶ 56(d).) Finally, pursuant to amendments to section 384 that took effect January 1,
9 2019, counsel must report to the Court on the ultimate amount of money actually dispersed. This
10 reporting will be made at a status conference to be held on 10/26/23 8:30 AM with a
11 declaration regarding the status of the settlement administration submitted five (5) court days prior
12 to the final accounting hearing.

13 24. The Court finds the Settlement on the terms set forth in the Settlement Agreement
14 was made in good faith and constitutes a fair, reasonable, and adequate compromise of the released
15 claims against Defendant. Without affecting the finality of this Judgment in any way, this Court
16 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of
17 the settlement and all orders and judgments entered in connection therewith.

18 25. Without further order of the Court, the Parties may agree to reasonably necessary
19 extensions of time to carry out any of the provisions of the Settlement.

20 Based on the foregoing Order the Court enters the following Judgment:

21 **Judgment**

22 26. Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h).
23 Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains
24 exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing,
25 interpreting, and enforcing this order and the terms of Settlement as set forth in the Settlement
26 Agreement, and in order to conduct the final compliance hearing on certification of distribution
27 procedure.

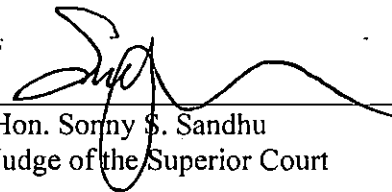
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27. The Settlement Administrator shall post this Judgment on the Settlement website for a period of at least 90 days. This posting shall provide the requisite notice of the Judgment to the Settlement Class and satisfy the requirements of California Rules of Court, Rule 3.771(b).

IT IS SO ORDERED.

Dated: 3/8/23



Hon. Sornny S. Sandhu
Judge of the Superior Court