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Attorneys for Plaintiff, LETICIA RANGEL,
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

LETICIA RANGEL, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

SUNRIDER MANUFACTURING L.P., a
California limited partnership; THE
SUNRIDER CORPORATION, a Utah
corporation, and DOES 1 through 20, inclusive,

Defendants.

CASE NO.: 19STCV20615

Assigned to Hon. Kenneth R. Freeman

CLASS ACTION

**[REDACTED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: April 15, 2021
Time: 10:00 a.m.
Dept.: SS-14

FILED
Superior Court of California
County of Los Angeles

APR 15 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Berta Guerrero Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT

MAR 29 2021

S. DREW

**[REDACTED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT THEREON**

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Revised Stipulated Settlement Agreement and Release of Claims (the "Settlement
3 Agreement" and/or the "Settlement") came for hearing on April 15, 2021, in Department SS-14
4 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Sunrider
5 Manufacturing L.P. and The Sunrider Corporation (collectively "Defendants"). Having
6 considered the Final Approval Motion, the Settlement Agreement, any Declarations, and all
7 other materials properly before the Court and having conducted an inquiry pursuant to California
8 Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
9 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having
10 been given to the Settlement Class, and the Court having considered the Settlement Agreement,
11 all papers filed and proceedings had herein and all oral and written comments received regarding
12 the proposed Settlement, and having reviewed the record in this Action, and good cause
13 appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendants.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included (a) failure to pay minimum wages, (b) failure to pay
28 overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure

1 to timely pay final wages pursuant to Labor Code §§ 201–203, (f) failure to provide accurate
2 itemized wage statements, (g) failure to reimburse business expenses, and (h) unfair and
3 unlawful competition.

4 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
5 to payment pursuant to the Settlement and this Judgment.

6 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement.

10 7. The Settling Parties are to bear their own costs, except as otherwise provided in
11 the Settlement Agreement.

12 8. For purposes of effectuating this Order and Judgment (including the Released
13 Claims of Participating Class Members), this Court has certified the following class: “all current
14 and former non-exempt employees employed by Defendant Sunrider Manufacturing L.P. at any
15 time during the Class Period [June 13, 2015, through June 26, 2020].” The Court deems this
16 definition sufficient for purposes of California Rules of Court, rule 3.765(a). All Settlement
17 Class Members who opted-out are excluded from any and all terms and obligations, including
18 the release(s) of the Settlement.

19 10. With respect to the Participating Class Members and for purposes of approving
20 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
21 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
22 there are questions of law or fact common to the Settlement Class Members, and there is a well-
23 defined community of interest among the Settlement Class Members with respect to the subject
24 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
25 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
26 interests of the Settlement Class Members; (e) a class action is superior to other available
27 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
28 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her

1 individual and representative capacity and for the Participating Class Members.

2 11. By this Judgment, the Class Representative shall release, relinquish, and
3 discharge, and each of the Participating Class Members shall be deemed to have, and by
4 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all Released Claims, as defined in the Settlement Agreement.

6 12. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
7 any act performed or document executed pursuant to or in furtherance of the Settlement
8 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
9 Representative or Participating Class Members as an admission of, or evidence of, the validity
10 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
11 Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
12 by the Class Representative or Participating Class Members as an admission of, or evidence of,
13 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal,
14 or administrative proceeding in any court, administrative agency, or other tribunal. Defendants
15 or any of the other Released Parties may file the Settlement Agreement and/or the Judgment
16 from this Action in any other action that may be brought against it or them in order to support a
17 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
18 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
19 or similar defense or counterclaim.

20 13. The "Settlement Amount" to be paid under the Settlement Agreement is
21 \$1,500,000. From this amount, Class Counsel collectively sought an award of Attorneys' Fees
22 of \$500,000.00, and Costs in the amount of \$14,016.35, a Class Representative Service Payment
23 for the Class Representative Leticia Rangel of \$7,500, \$7,500.00 to the Settlement
24 Administrator, Phoenix Settlement Administrators, and \$18,750.00 to the LWDA for PAGA
25 Penalties. Defendants do not oppose these requests. The Court finds that the Settlement Amount
26 is fair, reasonable and adequate, and awards the payments set forth below from the Settlement
27 Amount:

28 A) \$500,000.00 to Class Counsel for Attorneys' Fees;

1 B) \$14,016.35 to Class Counsel for Costs actually incurred;

2 C) \$7,500 to the Class Representative as a Class Representative Service
3 Payment;

4 D) \$7,500 to the Settlement Administrator; and

5 E) \$18,750 to the LWDA;

6 F) After deducting the foregoing payments from the Settlement Amount, the
7 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
8 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

9 14. The Settlement Administrator is directed to calculate the Participating Class
10 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
11 payments in accordance with the Settlement Agreement.

12 15. Concurrently with mailing the settlement checks to the Participating Class
13 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
14 Participating Class Members either on a postcard or as a detachable portion of the check for the
15 Participating Class Members, noting the following: "Please be advised that on [date] the
16 Superior Court of California for the County of Los Angeles entered Judgment in the case entitled
17 *Leticia Rangel v. Sunrider Manufacturing L.P., et al*, Case No. 19STCV20615, on behalf of all
18 Participating Class Members employed by Defendants at any time during the Class Period [June
19 13, 2015, through June 26, 2020].

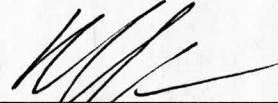
20 16. Participating Class Members shall have 180 days to negotiate the Settlement
21 check from the date of issuance by the Settlement Administrator. In the event that a Participating
22 Class Member does not negotiate his/her check within this time period, the uncashed check along
23 with any interest that has accrued thereon, shall be submitted to the State of California Unclaimed
24 Property Fund, subject to Court approval.

25 17. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
27 Class Representative, the Participating Class Members, and Defendants for the purposes of
28 supervising the implementation, enforcement, construction, administration, and interpretation of

1 the Settlement Agreement and this Judgment.

2 IT IS SO ORDERED.

3 Dated: 4-15-2021



HON. KENNETH R. FREEMAN

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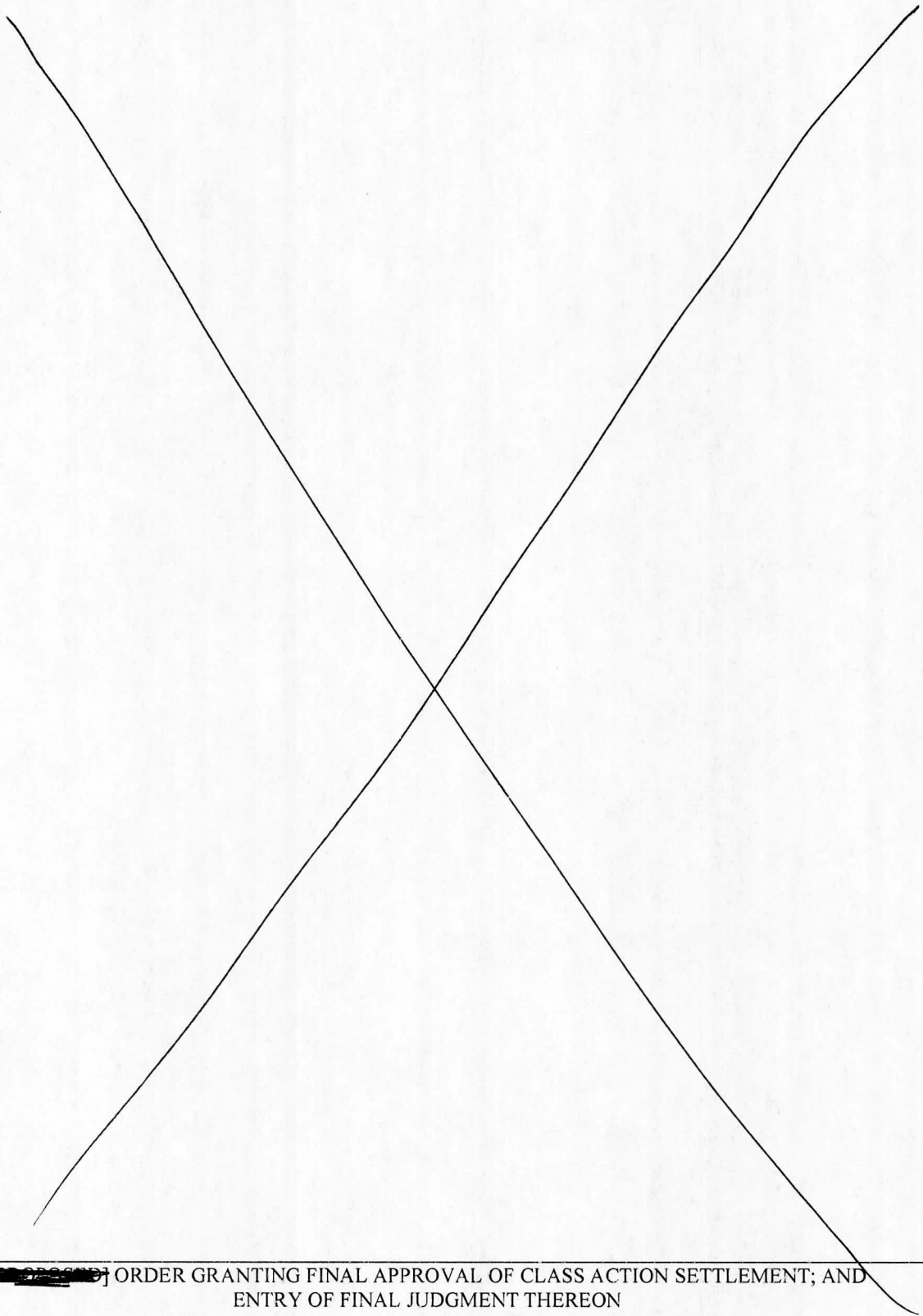
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~~REDACTED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT THEREON

04/16/2021