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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 06 2023

BY 
JESSICA MORALES, DEPUTY

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**

9 BRANDON GARNER, individually, and on
10 behalf of other members of the general public
11 similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 DOREL JUVENILE GROUP, INC., a
15 California corporation; and DOES 1 through
16 100, inclusive,

17 Defendants.

Case No.: CIVDS1905307

Honorable David Cohn
Department S26

CLASS ACTION

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

Date: March 6, 2023
Time: 10:00 a.m.
Department: S26

Complaint Filed: February 19, 2019
FAC Filed: April 25, 2019
Trial Date: None Set



1 This matter has come before the Honorable David Cohn in Department S26 of the above-
2 entitled Court, located at 247 West 3rd Street, San Bernardino, California 92415, on Plaintiff
3 Brandon Garner's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys'
4 Fees and Costs, and Class Representative Enhancement Payment ("Motion for Final Approval").
5 Lawyers *for Justice*, PC appeared on behalf of Plaintiff, and Cozen O'Conner appeared on behalf
6 of Defendant Dorel Juvenile Group Inc., ("Defendant").

7 On September 6, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement Agreement and Amendment No. 1 to Joint Stipulation of Class Action
11 Settlement Agreement (together, "Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of the California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All individuals who worked for Defendant in California as hourly-paid and/or
27 non-exempt employees during the Class Period, excluding persons employed
28 by a temporary agency, unless said individual was converted to a regular
employee of Defendant during the Class Period ("Class" or "Class Members").

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

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of Objections to and Requests for Exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with
21 the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement and release of the Class Released Claims. Accordingly, the Court determines that
26 all Class Members who did not timely and validly opt out of the Settlement and Class Released
27 Claims (“Participating Class Members”) are bound by this Final Approval Order and Judgment,
28 and the State of California and all individuals who worked for Defendant in California as hourly-

1 paid and/or non-exempt employees during the period from February 12, 2018 through April 19,
2 2021, excluding persons employed by a temporary agency (unless said individual was converted
3 to a regular employee of Defendant during the period February 12, 2018 through April 19, 2021)
4 (“Aggrieved Employees”) are bound by the Settlement and PAGA Released Claims and this Final
5 Approval Order and Judgment.

6 7. The Court finds that payment of Administration Costs in the amount of \$12,000.00
7 is appropriate for the services performed and costs incurred and to be incurred for the notice and
8 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
9 Settlement Administrators, shall issue payment to itself in the amount of \$12,000.00, in accordance
10 with the terms and methodology set forth in Settlement Agreement.

11 8. The Court finds that the Class Representative Enhancement Payment sought is fair
12 and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California,
13 and the Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue
14 payment in the amount of \$7,500.00 to Plaintiff Brandon Garner for his Class Representative
15 Enhancement Payment, according to the terms and methodology set forth in the Settlement
16 Agreement.

17 9. The Court finds that the settlement of the PAGA Released Claims for the total
18 amount of Fifty Thousand Dollars (\$50,000.00) which is designated and allocated as penalties
19 under the California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair,
20 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
21 the PAGA Payment as follows: the amount of \$37,500.00 to the California Labor and Workforce
22 Development Agency, and the amount of \$12,500.00 to the Aggrieved Employees (“PAGA
23 Employee Amount”), according to the terms and methodology set forth in the Settlement
24 Agreement.

25 10. The Court finds that the request for attorneys’ fees in the amount of \$141,652.50 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$141,652.50 to Class Counsel for attorneys' fees, in accordance with the terms and
2 methodology set forth in the Settlement Agreement.

3 11. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$6,514.23 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$6,514.23 to Class Counsel for
6 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
7 forth in the Settlement Agreement.

8 12. The Court hereby enters Judgment by which Participating Class Members shall be
9 conclusively determined to have given a release of any and all Class Released Claims against the
10 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
11 determined to have given a release of any and all PAGA Released Claims against the Released
12 Parties, as set forth in the Settlement Agreement and Class Notice.

13 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
14 an account established by the Settlement Administrator within twenty-one (21) calendar days after
15 Final Approval, in accordance with the terms and methodology set forth in the Settlement
16 Agreement.

17 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
18 Settlement Shares to the Participating Class Members and Individual PAGA Payments to the
19 Aggrieved Employees within fourteen (14) calendar days after Defendant funds the Gross
20 Settlement Amount, according to the methodology and terms set forth in the Settlement
21 Agreement.

22 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
23 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
25 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
26 any dispute arising from or in connection with the distribution of settlement benefits.

27 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
28 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval

1 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
2 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
3 notice is not required.

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5 Dated: 3/16/23


6 HONORABLE DAVID COHN
7 JUDGE OF THE SUPERIOR COURT
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