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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

OSCAR AMBRIZ, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

JILLAMY FULFILLMENT SERVICES,  
LLC; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV04335

[Hon. Carolyn B. Kuhl, Dept. 12]

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

*[Filed concurrently with Plaintiff's Notice of  
Motion and Motion for Final Approval;  
Declaration of Kane Moon; Declaration of  
Oscar Ambriz; and Declaration of  
Administrator Cassandra Polites]*

Hearing Date: November 19, 2025  
Hearing Time: 10:30 a.m.  
Hearing Place: Department 12

Complaint Filed: February 21, 2024  
FAC Filed: April 29, 2024

1 The Court, having read the papers filed regarding Plaintiff Oscar Ambriz’s (“Plaintiff”)  
2 Motion for Final Approval of Class Action and PAGA Settlement Agreement, Class Counsel  
3 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service  
4 Payment, and after considering the papers submitted in support of the motion, including the  
5 Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or  
6 “Agreement”), hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant Jillamy Fulfillment Services, Inc. (“Defendant”) entered a  
8 Settlement Agreement on or about March 10, 2025 to settle this lawsuit.

9 The Court entered an Order dated July 8, 2025, preliminarily approving the settlement of  
10 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section  
11 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, scheduling  
12 a Final Approval Hearing, and providing Class Members with an opportunity to object or request  
13 exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment  
15 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided, all  
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the  
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members  
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the  
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to  
21 approve the settlement and grant final certification.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable  
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due  
24 process. Accordingly, the Court certifies a Class consisting of all persons employed by  
25 Defendant in California as an hourly, non-exempt employee at any time during the period from  
26 February 1, 2022 to March 16, 2025 (“Class,” “Class Members,” and “Class Period”). There are  
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forty-nine (49) Participating Class Members in the Settlement (“Participating Class Members”) who will receive their share of the Net Settlement Amount.

4. Adequacy of Representation. As Class Counsel have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Class Notice and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

a. constitutes notice reasonably calculated, under the circumstances, to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights under the Settlement; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to challenge their Workweeks value; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether favorable or unfavorable, on Participating Class Members who do not request exclusion from the Settlement;

b. constitutes notice fully satisfying the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes notice reasonable, adequate, and sufficient to the Class; and

d. constitutes the best practicable notice to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement were entered in good faith and are the product of arm’s-length negotiations by experienced counsel who have done a meaningful investigation of the claims in the dispute. The Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, and adequate and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement according to its terms and provisions.

1           7.   Binding Effect. The terms and provisions of Settlement Agreement and this  
2 Order and Judgment are binding on the Participating Class Members, as well as their heirs,  
3 executors and administrators, successors, and assigns. In addition, those terms shall have res  
4 judicata and other preclusive effect in all pending and future claims, lawsuits, or other  
5 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,  
6 or other proceedings involve matters that were or could have been raised in this matter and are  
7 encompassed by the Released Claims. The Agreement will have no binding effect upon, and  
8 provide no res judicata preclusion to, Class Members who timely submitted Requests for  
9 Exclusion.

10           8.   Enforcement of Settlement. Nothing in this Order and Judgment shall preclude  
11 any action to enforce the terms and provisions of the Settlement Agreement.

12           9.   Release of Claims. Effective on the date when Defendant fully funds the entire  
13 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of  
14 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims  
15 against all Released Parties as follows:

- 16           a.   Plaintiff's Release. Plaintiff and his or her respective former and present spouses,  
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns  
18 generally, release and discharge Released Parties from all claims, transactions, or  
19 occurrences that occurred during the Class Period, including, but not limited to:  
20 (a) all claims that were, or reasonably could have been, alleged, based on the  
21 facts contained, in the Operative Complaint and (b) all PAGA claims that were,  
22 or reasonably could have been, alleged based on facts contained in the Operative  
23 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and  
24 released under 5.2 of the Settlement Agreement ("Plaintiff's Release").  
25 Plaintiff's Release does not extend to any claims or actions to enforce this  
26 Agreement, or to any claims for vested benefits, unemployment benefits,  
27 disability benefits, social security benefits, workers' compensation benefits that  
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1           arose at any time, or based on occurrences outside the Class Period. Plaintiff  
2           acknowledges that Plaintiff may discover facts or law different from, or in  
3           addition to, the facts or law that Plaintiff now knows or believes to be true but  
4           agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all  
5           respects, notwithstanding such different or additional facts or Plaintiff's  
6           discovery of them. Plaintiff also expressly waives and relinquishes any rights or  
7           benefits available to him under the provisions of section 1542 of the Civil Code,  
8           which reads: "A general release does not extend to claims that the creditor or  
9           releasing party does not know or suspect to exist in his or her favor at the time of  
10          executing the release, and that if known by him or her would have materially  
11          affected his or her settlement with the debtor or Released Party."

12          b. Release by Participating Class Members Who Are Not Aggrieved Employees.

13          All Participating Class Members, on behalf of themselves and their respective  
14          former and present representatives, agents, attorneys, heirs, administrators,  
15          successors, and assigns, release Released Parties from (i) all claims that were  
16          alleged, or reasonably could have been alleged, based on the Class Period facts  
17          stated in the Operative Complaint and ascertained in the course of the Action.  
18          Except as set forth in Section 5.3 of the Settlement Agreement, Participating  
19          Class Members do not release any other claims, including claims for vested  
20          benefits, wrongful termination, violation of the Fair Employment and Housing  
21          Act, unemployment insurance, disability, social security, workers' compensation,  
22          or claims based on facts occurring outside the Class Period.

23          c. Release by Non-Participating Class Members Who Are Aggrieved Employees.

24          All Non-Participating Class Members who are Aggrieved Employees are deemed  
25          to release, on behalf of themselves and their respective former and present  
26          representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
27          the Released Parties from all claims for PAGA penalties that were alleged, or  
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1 reasonably could have been alleged, based on the PAGA Period facts stated in  
2 the Operative Complaint, and the PAGA Notice and ascertained in the course of  
3 the Action.

- 4 d. Released Parties. The Released Parties include Defendant and each of its former  
5 and present directors, officers, shareholders, owners, members, attorneys,  
6 insurers, parents, predecessors, successors, assigns, subsidiaries, and affiliates.

7 10. Class Representative Service Payment. The Court finds the Class Representative  
8 Service Payment of \$5,000.00, to be paid out of the Gross Settlement Amount by Defendant to  
9 Plaintiff, to be reasonable and appropriate. The Class Representative Service Payment is to be  
10 paid pursuant to the terms and provisions of the Agreement.

- 11 a. The rationale for making service payments is that the class representatives  
12 should be compensated for the expense and risk incurred in conferring a benefit  
13 on other class members. Such service payments are appropriate if they are  
14 necessary to induce individuals to participate in the suit. Criteria courts may  
15 consider include the: (1) risk in commencing this suit; (2) notoriety and personal  
16 difficulties encountered; (3) amount of time and effort spent; (4) duration of the  
17 litigation; and (5) personal benefit (or lack thereof) enjoyed.

- 18 b. The Court reviewed Plaintiff's declaration outlining his involvement in the case.  
19 Given the risks inherent in the services as the class representative, the duration of  
20 the case and time involved, and the benefits created for the Class, the Court  
21 approves the Class Representative Service Payment of \$5,000.00.

22 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.  
23 The Court finds Class Counsel Fees Payment of \$30,833.33, to be paid out of the Gross  
24 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court  
25 also finds the Class Counsel Litigation Expenses Payment of \$16,879.66, to be paid out of the  
26 Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate.  
27 Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement  
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1 Agreement. Defendant shall not be required to pay for any other attorneys' fees, costs, or  
2 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class  
3 Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or  
4 disbursements incurred by Plaintiff or Class Members in connection with or related to this  
5 matter, Settlement, administration of the Settlement, and/or Released Claims.

6 a. The Court has an independent right and responsibility to review the requested  
7 attorneys' fees and only award so much as it determines reasonable. (See  
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,  
9 127-28.) The Class Counsel Fees Payment of \$30,833.33 is thirty-three and one-  
10 third percent (33 1/3%) of the common fund created for the benefit of the Class  
11 Members and is supported by use of the percentage-fee method. (See *Laffitte v.*  
12 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the  
13 results achieved for the Class, financial risk undertaken, novel and difficult  
14 nature of this litigation, skill required to deal with these issues, percentage fees  
15 award in other cases, and contingent fees charged in private marketplace, the  
16 Court finds the request for the Class Counsel Fees Payment is consistent with the  
17 legal marketplace, is reasonable, and is approved.

18 b. The Court reviewed Kane Moon's declaration regarding the costs expended in  
19 the prosecution of this case. Under the terms of the Settlement Agreement, Class  
20 Counsel may seek reimbursement of up to \$17,500.00 in litigation costs. The  
21 Court finds Class Counsel expended \$16,879.66 in litigation costs and that such  
22 costs were reasonable. The Court approves the Class Counsel Litigation  
23 Expenses Payment of \$16,879.66 for the reimbursement of the costs and  
24 expenses incurred by Class Counsel.

25 12. Administration Expenses Payment. The Court finds the Administration Expenses  
26 Payment of \$5,450.00, to be paid out of the Gross Settlement Amount by Defendant to the  
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1 Administrator, to be reasonable and appropriate. The Administration Expenses Payment is to be  
2 paid pursuant to terms and provisions set forth in the Settlement Agreement.

- 3 a. The Court reviewed the declaration of Cassandra Polites from ILYM Group,  
4 Inc., the Court-approved Settlement Administrator. The Court finds notice was  
5 provided to the Class pursuant to the Preliminary Approval Order, constitutes the  
6 best practicable notice to the Class, and satisfied due process. Therefore, the  
7 Court approves the payment of the Administration Expenses Payment of  
8 \$5,450.00 to the Administrator for its services in administering the Settlement.

9 13. PAGA Penalties. The Court finds the Private Attorneys General Act of 2004  
10 (“PAGA”) Penalties of \$7,500.00, seventy-five percent (75%) of which (\$5,625.00) will be paid  
11 out of the Gross Settlement Amount by Defendant to the California Labor and Workforce  
12 Development Agency and twenty-five percent (25%) of which (\$1,875.00) will be distributed to  
13 all Aggrieved Employees employed by Defendant in California as an hourly, non-exempt  
14 employee at any time during the period from February 19, 2023 to March 16, 2025, pro rata, to  
15 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms of the  
16 Settlement Agreement.

17 14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross  
18 Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of  
19 payroll taxes by transmitting the funds to the Administrator no later than 30 days after the  
20 Effective Date. The Effective Date is the date by when all of the following events have  
21 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the  
22 Settlement (“the Judgment”); (b) the Parties received notice that the Court has entered the  
23 Judgment; and (c) the Judgment is Final. The Judgment is “Final” on the latest of the following  
24 occurrences: (a) if no Participating Class Member objects to the Settlement, the expiration date  
25 of the time for filing or noticing any appeal of the Judgment; (b) if there is an appeal of the  
26 Judgment, the date of notice of remittitur after the Judgment is affirmed on appeal, the date of  
27 notice of dismissal of such appeal, or the expiration of the time to file a petition for writ of  
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certiorari to the California Supreme Court, and (c) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

15. Payments From the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contends the proposed Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the help of mediator Jason Marsili, Esq., an experienced and well-respected mediator.

- a. As of October 27, 2025, with respect to the fairness of the Settlement, there were no Objections to the Settlement nor any Requests for Exclusion from the Settlement.
- b. As of October 27, 2025, with respect to the benefit to the Class, the gross *average* Individual Class Payment is about \$547.69, and the gross *highest* Individual Class Payment is around \$1,350.55 under the proposed allocation.

17. Uncashed Checks. Any checks issued by the Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar days. Uncashed checks will be sent to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,

1 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any  
2 other necessary purpose, including, without limitation:

- 3 a. enforcing the terms and provisions of the Settlement Agreement and resolving  
4 any disputes, claims, or causes of action in this matter that, in whole or in part,  
5 are related to or arise out of the Settlement Agreement or this Order and  
6 Judgment;
- 7 b. entering such additional orders as may be necessary or appropriate to protect or  
8 effectuate this Order and Judgment approving the Settlement Agreement, and  
9 permanently enjoining Plaintiff from initiating or pursuing related proceedings,  
10 or to ensure the fair and orderly administration of the Settlement Agreement; and
- 11 c. entering any other necessary or appropriate orders to protect and effectuate this  
12 Court's retention of continuing jurisdiction.

13 The Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel  
14 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service  
15 Payment is GRANTED. The Administrator is directed to carry out the terms of the Settlement  
16 Agreement forthwith.

17 The Settlement is finally approved but not an admission by Defendant of the validity of  
18 any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither  
19 the Settlement nor any related document shall be offered or received in evidence in any civil,  
20 criminal, or administrative action or proceeding other than such proceedings as may be necessary  
21 to consummate or enforce the Settlement.

22 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF  
23 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT  
24 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS  
25 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE  
26 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING  
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JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND  
THE JUDGMENT THEREON.

~~IT IS SO ORDERED.~~

DATED: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT

A final report of the Administrator is ordered to be filed by August 17, 2026. The court sets  
a non-appearance case review re the filing of the final report for August 19, 2026.

IT IS SO ORDERED.

11/19/2025



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge