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County of Placer on 09/24/2026
Jake Chatters, Clerk of the Court
By J. Bunday Deputy Clerk

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

DANIELLE FERRIERA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ANDERSON MERCHANDISERS, LLC;
RETAIL EXECUTION WEST, LLC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. S-CV-0049211

~~Assigned for all purposes to~~
~~Hon. Judge Jeffrey Penney~~
~~Dept. 3~~

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: ~~July 9, 2026~~ 9/8/2026
Time: 8:25 a.m.
Dept: ~~3~~ 32

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

This matter came on for hearing on ~~July 9, 2026~~, at 8:25 a.m., in Department 3 located at ~~101 Maple Street, Auburn, CA 95603~~, of the above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, the Court's Order Granting Amended Preliminary Approval, the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement"), and the First Amendment to Class Action and PAGA Settlement Agreement, Release and Class Notice ("Amended Settlement"), copies of which were filed in conjunction with the Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ("Motion for Final Approval").

Having received and considered the Settlement Agreement, the Amended Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class and Representative Action Settlement, Motion for Amended Preliminary Approval of Amended Class and Representative Action Settlement, and the instant Motion for Final Approval, the Court grants final approval of the Settlement and Amended Settlement and **HEREBY ORDERS, ADJUDGES, AND MAKES THE FOLLOWING DETERMINATIONS:**

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Amended Settlement and Settlement Agreement, and the Motion for Final Approval. A copy of the Amended Settlement and Settlement Agreement are attached to the Declaration of Victoria Harp in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement as **Exhibits 1 and 2**, respectively, and are made a part of this Order.

2. The Court has personal jurisdiction over Plaintiff Daniel Ferrera ("Plaintiff") and Defendants Anderson Merchadisers, LLC, and Retail Execution West, LLC (collectively, "Defendants") (collectively, the "Parties") to this litigation and subject matter jurisdiction to approve this Settlement Agreement, Amended Settlement, and all exhibits thereto.

3. Pursuant to the Order Granting Amended Preliminary Approval, an Amended Notice Packet was sent to each Class Member by first-class mail. These papers informed the

1 Class of the terms of the Settlement, the Amended Settlement, their right to receive an Individual
2 Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to request
3 exclusion from the Settlement and pursue their own remedies, and (c) of their right to appear in
4 person or by counsel at the final approval hearing and to be heard regarding approval of the
5 Settlement. Adequate periods of time were provided by each of these procedures. No member
6 of the Class filed written objection to the proposed Settlement as part of this notice process or
7 stated an intention to appear at the final approval hearing. One Class Member has requested
8 exclusion.

9 4. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement based on the responses of the Class. The Court finds and
12 determines that the notice provided in this case was the best notice practicable, which satisfied
13 the requirements of law and due process. Notice was provided to the Class Members in
14 compliance with the Settlement Agreement, the Amended Settlement, the Amended Preliminary
15 Approval Order, California Code of Civil Procedure section 382, California Rules of Court 3.766
16 and 3.769, and any other applicable law. A full opportunity has been afforded for the Class
17 Members to participate in this hearing and all Settlement Class Members and other people wishing
18 to be heard have been heard. Accordingly, the Court determines that all Settlement Class
19 Members that did not submit a request for exclusion are bound by this Final Approval Order.

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

1 counsel for Plaintiff in their individual and representative capacities for the Class. In negotiating,
2 entering and implementing the Settlement Agreement and Amended Settlement, Plaintiff and
3 Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class
4 Members.

5 6. The Court has certified a Class, as that term is defined in and by the terms of the
6 Settlement Agreement and the Amended Settlement as "all current and former non-exempt
7 employees employed by Defendants within the State of California at any time from July 10,
8 2020 through June 30, 2025, as elected by Defendant in the escalator option," and the Court
9 deems this definition sufficient for purposes of California Rule of Court 3.765(a).

10 7. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

11 8. The Court hereby confirms Plaintiff Danielle Ferriera as the Class Representative
12 in this Action.

13 9. The Court finds and determines that the terms set forth in the Settlement
14 Agreement and Amended Settlement are fair, reasonable, and adequate and directs the Parties to
15 effectuate the Settlement and Amended Settlement according to its terms, having found that the
16 Settlement and Amended Settlement was reached as a result of informed and non-collusive arm's-
17 length negotiations facilitated by a neutral mediator.

18 10. The Court further finds that the Parties conducted extensive investigation and that
19 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
20 that the Settlement and Amended Settlement will enable the Parties to avoid additional and
21 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
22 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement
23 and Amended Settlement and recognizes the significant value accorded to the Class.

24 11. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate to the Class and to each Participating Class Member and that the
26 Settlement is ordered finally approved, and that all terms and provisions of the Settlement and
27 Amended Settlement should be and hereby are ordered to be consummated. The Court has
28 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant

1 value accorded to the Class. Accordingly, the Court finally **APPROVES** of the terms and
2 conditions contained in the Settlement Agreement as to the Settlement Class Members and the
3 PAGA Releasees. The Court finds that the Settlement is, in all respects, fair, reasonable, adequate,
4 and in the best interests of the Settlement Class Members and PAGA Releasees and hereby directs
5 implementation of all remaining terms, conditions, and provisions of the Settlement Agreement
6 and the Amended Settlement.

7 12. The Court hereby approves the Gross Settlement Amount of **\$298,450.00**.

8 13. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court also approves
9 of the Settlement's and Amended Settlement's provisions relating to settling of claims under
10 the Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq.* ("PAGA").

11 14. The Court finds and determines that payment to the California Labor and
12 Workforce Development Agency of **\$12,750.00**, as its share of the settlement of civil penalties in
13 this case is fair, reasonable, and appropriate. Where applicable, this definition also includes the
14 Labor and Workforce Development Agency ("LWDA") and the State of California). The Court
15 hereby grants final approval to and orders the payment of the amount in accordance with the
16 Settlement and the Amended Settlement.

17 15. The Court finds and determines that the fees and expenses in administering the
18 Amended Settlement incurred by ILYM Group, Inc., Settlement Administrators in the amount of
19 **\$10,950.00** are fair and reasonable. The Court hereby grants final approval to and orders that the
20 payment of that amount in accordance with the Amended Settlement.

21 16. The Court finds and determines that the Defendants agreed to bear any additional
22 Settlement Administration Costs resulting from the exercise of the Escalator Clause, separate
23 from and in addition to the Gross Settlement Amount, up to **\$2,600.00**.

24 17. The Court finds and determines the Class Representative Service Payment of
25 **\$12,800.00** for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
26 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
27 Amended Settlement. The Court orders the payment of that amount to be paid to the named
28 Plaintiff for her service as a class representative and for her agreement to release claims.

1 18. Pursuant to the terms of the Settlement and the Amended Settlement, and the
2 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
3 Counsel attorneys' fees in the sum of **\$99,483.33** and litigation costs of **\$23,284.86**. The Court
4 finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
5 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

6 19. The Court finds that the Parties adequately performed their obligations under the
7 Settlement Agreement, Amended Settlement, Preliminary Approval Order, and Amended
8 Preliminary Approval Order.

9 20. Entry of this Final Approval Order shall constitute a full and complete bar against
10 Plaintiff, Settlement Class Members and PAGA Releasees (whether individually, cumulatively
11 or in any combination or in any manner) and in favor of the Released Parties (as defined in the
12 Settlement Agreement and Amended Settlement) from bringing any Released Claims against
13 Defendants and Released Parties (whether individually, cumulatively or in any combination or
14 in any manner), and shall constitute *res judicata* and collateral estoppel with respect to the
15 Released Claims. As of the Effective Date, the Court finally and permanently bars and restrains
16 all Settlement Class Members and PAGA Releasees from pursuing, or seeking to reopen, any
17 Released Class Claims or Released PAGA Claims, as defined in the Settlement Agreement
18 and/or the Class Notice.

19 21. The Court orders the Parties to comply with and carry out all terms and
20 provisions of the Settlement and the Amended Settlement, to the extent that the terms
21 thereunder do not contradict with this order, in which case the provisions of this order shall take
22 precedence and supersede the Settlement Agreement and the Amended Settlement.

23 22. Nothing in this order shall preclude any action to enforce the Parties' obligations
24 under the Settlement or under this order, including the requirement that Defendants make payment
25 to the Participating Class Members in accordance with the Settlement Agreement and the
26 Amended Settlement.

27 23. This Judgment is intended to be a final disposition in its entirety of the above
28 captioned action. Without affecting the finality of this judgment in any way, the Court retains

jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

24. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

25. Within seven days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

26. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Final Approval Order as of the date of this order. By operation of the entry of this Final Approval Order, the Parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Settlement Agreement and the Amended Settlement. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement and Amended Settlement against Defendants.

27. **Notice of Judgment.** Plaintiff is to give notice to all Class Members of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

28. **Copy to LWDA.** Within 10 days of entry of this Final Approval Order and Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code Section 2699, subdivisions (1), (3), & (4).

29. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court fifteen (15) days before the settlement compliance hearing set for 1/12/2027, at 8:30am a.m/p.m. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the settlement compliance hearing.

30. The Court hereby enters final judgment in accordance with the terms of the Settlement, Amended Settlement, and this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE
ENTERED ACCORDINGLY

DATED: 09/24/2026

Linda Luskin

/s/ Hon. Trisha Hirashima

~~Honorable Jeffrey Penney~~

JUDGE OF THE SUPERIOR COURT