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7 Behalf of Other Members of the Public
8 Similarly Situated and the State of California

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF KERN – METROPOLITAN DIVISION

10 ALICIA WILEY, Individually, and on Behalf
11 of Other Members of the Public Similarly
12 Situated and the State of California,

13 Plaintiff,

14 vs.

15 SECOND AMENDMENT SPORTS, INC.,
16 and DOES 1 through 25, inclusive,

17 Defendants.

CASE NO: BCV-20-100349
Assigned for All Purposes to:
Hon. Thomas S. Clark – Dept. 17

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 10, 2024
Time: 8:30 a.m
Dept.: 17
Address: 1415 Truxtun Ave.
Bakersfield, CA 93301

Trial Date: None
Complaint filed: February 4, 2020

21 Plaintiff ALICIA WILEY, Individually, and on Behalf of Other Members of the Public
22 Similarly Situated and the State of California (“Plaintiff”) filed her Motion for Final Approval of
23 Class Action Settlement. The matter came on regularly for hearing. Having considered the
24 arguments and papers submitted by all parties, the Court grants the Motion, and hereby ORDERS,
25 ADJUDGES AND DECREES as follows:

26 1. The Court hereby GRANTS full and final approval of the terms and conditions
27 contained in the Joint Stipulation of Class Action Settlement and Release (“Settlement
28 Agreement”) between Plaintiff and Defendants. The Settlement Agreement is hereby fully and

FILED
KERN COUNTY
JAN 10 2024

BY _____ DEPUTY

ENDORSED

1 finally approved and shall be carried out and effectuated according to its terms and this Order,

2 2. This Order incorporates by reference the definitions in the Settlement Agreement
3 and all terms defined therein shall have the same meaning in this Order.

4 3. The Court finds that the Settlement Agreement and the terms and conditions set
5 forth therein are fair, reasonable, and adequate and in the best interests of the Class (defined
6 below). No Class Members timely opted out of the Settlement Agreement. The Court further
7 finds that the Class Members who have not opted out shall be bound by this settlement, including
8 the release of claims, and the Court concludes that this settlement should be and is hereby finally
9 approved.

10 4. For purposes of this settlement only, the Class is defined as: any and all persons
11 who are or were employed as a non-exempt employee by Second Amendment Sports, Inc. in the
12 state of California at any time during the Class Period. The "Class" shall not include any
13 employees who worked solely for Turners Outdoors, Inc. The "Class" shall not include any
14 employees who worked solely for Turners Outdoors, Inc. The Released Claims are limited to the
15 time period that class members were employed by Defendant Second Amendment Sports, Inc.,
16 and do not include time periods class members may have been employed by Turners Outdoors,
17 Inc.

18 5. The Court finds that notice was given to Class Members of the terms of the
19 settlement and properly advised the Class Members of the final approval hearing, and that no
20 objections to the settlement have been made. The Court further finds that the Class Notice, given
21 by first-class mail, was the best notice under the circumstances and satisfies the requirements of
22 due process under California Code of Civil Procedure section 382 and applicable law.

23 6. Except as to rights created by the Settlement Agreement, Plaintiff and each Class
24 Member fully release and discharge the Released Parties from the Released Claims as more
25 specifically identified in the Settlement Agreement. Neither the Settlement Agreement nor this
26 Order shall be deemed to release any claims arising from issues that were not litigated and could
27 not have been litigated as part of the Action.

28 7. Plaintiff, Class Members, and Defendants shall consummate the settlement in

1 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
2 Settlement Agreement, the Released Parties shall not have any further liability arising from this
3 action for damages, costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
4 liability.

5 8. The Court confirms the appointment of the Class Representative Alicia Wiley and
6 her attorneys of record, Jeremy Rhyne of the Lex Opus law firm and Ruben Escobedo of the
7 WorkWorld Law firm, to act on behalf of the Class in connection with the settlement.

8 9. Defendants shall transmit payment of the Gross Fund of \$400,000 to ILYM Group,
9 Inc., as provided in the Settlement Agreement.

10 10. The Court hereby finds that \$133,333.33 is the amount of reasonable attorneys' fees
11 and up to \$7,000 is the amount of reasonable costs that should be paid to Class Counsel for all
12 work done and to be done until the completion of this litigation, and as reimbursement for
13 reasonable fees and costs incurred in prosecuting this action, and hereby orders the Settlement
14 Administrator ILYM Group, Inc. to distribute payment of the said amounts from the Gross
15 Settlement Amount in accordance with the Settlement Agreement and this Order.

16 11. The Court further orders the Settlement Administrator ILYM Group, Inc. to
17 distribute payment of the settlement awards to the Class Representative and Class Members, the
18 Class Representative Enhancement Payment in the amount of \$15,000, the PAGA Fund, the
19 Settlement Administrator Costs, and payroll/employment taxes in accordance with the Settlement
20 Agreement.

21 12. The Court retains continuing jurisdiction as to all matters relating to the
22 administration and consummation of the settlement as provided in the Settlement Agreement and
23 all other matters covered in this Order.

24 13. Nothing in this Order shall preclude any action to enforce Defendants' obligations
25 under the Settlement Agreement, including the requirement that it make payments to the Class in
26 accordance with the terms of the Settlement Agreement.

27 14. Upon entry of this Order, judgment shall be deemed entered herein and, except as
28 otherwise provided in the Settlement Agreement, Plaintiff, the Class, and Class Counsel shall bear

1 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and
2 shall not seek reimbursement thereof from the Released Parties.

3 15. To give notice of this Order to the Class following entry of the same in accordance
4 with Rule 3.771(b) of the California Rules of Court, the Settlement Administrator shall post a
5 copy of this Order and Judgment on its Settlement Administrator's website, www.ilymgroup.com,
6 as indicated in the Notice of Class Action Settlement previously mailed to the Class Members.
7 The Order shall be posted to the Settlement Administrator's website for a period of at least 60
8 days.

9 16. The parties' Settlement Agreement shall not constitute an admission of liability or
10 fault by Defendants or the Released Parties, or a finding as to the validity of any claim in the
11 lawsuit or of any wrongdoing or violation of law by Released Parties. The Settlement Agreement
12 is not a concession by anyone and, to the extent permitted by law, neither this Order nor any of the
13 Settlement Agreement's terms or provisions, nor any of the negotiations or proceedings connected
14 thereto, shall be offered as evidence or received in evidence in any pending or future civil,
15 criminal, or administrative action or proceeding to establish any liability of, or admission by, the
16 Released Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be
17 interpreted as prohibiting the use of this Order in a proceeding to consummate or enforce the
18 Settlement Agreement or this Order, or as otherwise required by law.

19 17. Having granted final approval of the Settlement Agreement between the parties in
20 the above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND
21 DECREES that judgment in this matter is entered in accordance with the Settlement Agreement
22 and this Order.

23 **IT IS SO ORDERED.**

24
25 DATED: 1-10-24

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HON. THOMAS S. CLARK