

EXHIBIT A

08/29/2018 at 05:37:00 PM

Clerk of the Superior Court
By Olga Lopez, Deputy Clerk

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
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5 *Attorneys for Plaintiffs and the Class*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

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10 EUGENE TANNIEHILL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
11 aggrieved employees pursuant to the California
Private Attorneys General Act; SATHAPON
12 RATTANAWONG, individually and on behalf
of other members of the general public
13 similarly situated;

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Plaintiffs,

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vs.

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THE SWATCH GROUP (U.S.) INC., an
unknown business entity; and DOES 1 through
17 100, inclusive,

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Defendants.

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Case No.: 30-2015-00820932-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

CLASS ACTION

**FINAL APPROVAL ORDER AND
JUDGMENT**

Date: August 24, 2018
Time: 10:00 a.m.
Department: CX105

Complaint Filed: November 18, 2015
FAC Filed: May 24, 2017
Jury Trial: None Set

1 This matter has come before the Honorable Randall J. Sherman in Department CX105 of
2 the above-entitled Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard,
3 Santa Ana, California 92701, on Plaintiffs Eugene Tanniehill and Sathaphon Rattanawong's
4 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
5 Enhancement Payments ("Motion for Final Approval"). Lawyers for Justice, PC appeared on
6 behalf of Plaintiffs and Proskauer Rose LLP appeared on behalf of Defendant The Swatch Group
7 (U.S.) Inc. ("Defendant").

8 On March 5, 2018, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Class Action and
11 PAGA Settlement and Release and Amendment No. 1 to Class Action and PAGA Settlement and
12 Release (together, "Settlement," "Agreement," or "Settlement Agreement"), which, together with
13 the exhibits annexed thereto, set forth the terms and conditions for settlement of the 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 California Code of Civil
22 Procedure section 382 and California Rules of Court 3.769, *et seq.* have been satisfied with
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

25 The Class, consisting of Subclass One and Subclass Two, is hereby defined as follows:

26 "Subclass One" shall be comprised of:

27 All current and former hourly-paid or non-exempt employees who worked for
28 Defendant at any of its retail stores or kiosks within the State of California at any
time during the period from November 18, 2011 to March 5, 2018.

1 "Subclass Two" shall be comprised of:

2 All current and former salaried managers who worked for Defendant The
3 Swatch Group (U.S.) Inc. at its Swatch-brand retail stores or kiosks within the
4 State of California at any time during the time period from August 6, 2011 to
5 March 5, 2018.

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

14 5. Pursuant to California law, the Court hereby grants final approval of the
15 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.
16 More specifically, the Court finds that the Settlement was reached following meaningful
17 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
18 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
19 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
20 has considered all of the evidence presented, including evidence regarding the strength of the
21 Plaintiffs' cases; the risk, expense, and complexity of the claims presented; the likely duration of
22 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
23 completed; and the experience and views of Class Counsel. The Court has considered the
24 absence of timely and valid Requests for Exclusion from Class Members and the objection
25 submission from Irina Georgieva. The objection submission made by Irina Georgieva was
26 resolved, and the Court directs that the Settlement be effectuated in accordance with the
27 Settlement Agreement and the following terms and conditions.

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons expressing a wish to be heard
3 have been heard. The Class Members also have had a full and fair opportunity to exclude
4 themselves from the Settlement. Accordingly, the Court determines that all Class Members who
5 did not submit a timely and valid Request for Exclusion to the Settlement Administrator
6 (“Settlement Class Members”) are bound by this Final Approval Order and Judgment.

7 7. It is hereby ordered that Defendant shall transmit the Gross Fund Value to the
8 Settlement Administrator within twenty (20) business days of the Final Effective Date, in
9 accordance with the Settlement Agreement.

10 8. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
11 (“Simpluris”), shall issue payment to itself in the amount of \$17,000 for the services performed
12 and costs incurred for the notice and settlement administration process, in accordance with the
13 Settlement Agreement.

14 9. It is hereby ordered that the Settlement Administrator shall distribute settlement
15 payments to all Settlement Class Members according to the methodology and terms set forth in
16 the Settlement Agreement.

17 10. It is ordered that all Class Member Payment checks issued to Settlement Class
18 Members that are not cashed within one hundred eighty (180) calendar days after they are issued
19 will be cancelled, and the funds associated with such cancelled checks will be transmitted to the
20 State of California Department of Industrial Relations Unpaid Wage Fund in the names of those
21 Settlement Class Members whose Class Member Payment checks are cancelled. The Court finds
22 that the manner of distribution of funds associated with uncashed Class Member Payment checks
23 is an alternative distribution within the meaning of California Code of Civil Procedure section
24 384(b)(1), that better serves the interest of the Class because it allows Settlement Class Members
25 an opportunity to obtain additional monetary benefits from the Settlement.

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1 11. The Court finds that the Enhancement Payments awarded are fair and reasonable
2 for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the
3 Settlement Administrator issue payments to Plaintiffs Eugene Tanniehill and Sathaphon
4 Rattanawong in the amount of \$10,000 to each of them for their Enhancement Payments,
5 according to the methodology and terms set forth in the Settlement Agreement.

6 12. The Court finds that the allocation of \$30,000 toward penalties under the
7 California Private Attorneys General Act of 2004 ("PAGA Payment") is fair, reasonable, and
8 appropriate, and is hereby approved. The Settlement Administrator shall distribute the PAGA
9 Payment as follows: the amount of \$22,500 to the California Labor and Workforce Development
10 Agency, and the amount of \$7,500 to be a part of the Net Fund Value for distribution to
11 Settlement Class Members according to the methodology and terms set forth in the Settlement
12 Agreement.

13 13. The Court finds that the award of attorneys' fees in the amount of \$492,404.73
14 falls within the range of reasonableness, and the results achieved justify the award. The
15 requested attorneys' fees are fair, reasonable, and appropriate, and are hereby approved. It is
16 hereby ordered that the Settlement Administrator issue payment in the amount of \$492,404.73 to
17 Lawyers *for* Justice, PC for attorneys' fees, according to the methodology and terms set forth in
18 the Settlement Agreement.

19 14. The Court finds that reimbursement of litigation costs and expenses in the amount
20 of \$16,939.14 to Class Counsel is reasonable, and is hereby approved. It is hereby ordered that
21 the Settlement Administrator issue payment in the amount of \$16,939.14 to Lawyers *for* Justice,
22 PC for reimbursement of litigation costs and expenses.

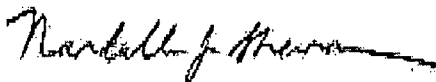
23 15. The Court hereby enters Judgment by which Settlement Class Members shall be
24 conclusively determined to have given a release of any and all Released Claims against the
25 Released Parties during the Applicable Release Period, as set forth in the Settlement Agreement
26 and the Class Notice. Only those Settlement Class Members who negotiate a Class Member
27 Payment check will be deemed to have opted-in for purposes of the Fair Labor Standards Act
28 ("FLSA") and deemed to release Released Claims arising under the FLSA.

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

6 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
8 website for a period of at least sixty (60) calendar days after the date of entry of this Final
9 Approval Order and Judgment. No individualized notice shall be required.

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Date Judge Signed: August 29, 2018



HONORABLE RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 31, 2018, I served the following documents described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Harold Brody
Elaine H. Lee
PROSKAUER ROSE LLP
2049 Century Park East, 32nd Floor
Los Angeles, CA 90067
Telephone: (310) 557-2900
Facsimile: (310) 557-2193

Attorneys for Defendant The Swatch Group (U.S.) Inc.

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the system established for the online submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2018, at Glendale, California.


Ani Haleblan