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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 12
 13 FOR THE COUNTY OF SANTA CLARA

14
 15 ROBERT CHERY, CINDY PHAM,
 SAVANNA JACOBSEN, and ZAVEN
 16 McCARTY, individuals, on behalf of
 themselves and all others similarly situated,
 17 ,

18 Plaintiff,

19 vs.

20 WARBY PARKER INC., a Delaware
 21 corporation; WARBY PARKER RETAIL,
 22 INC., a Delaware corporation; and DOES 1
 through 50, inclusive,

23 Defendants.
 24
 25

CASE NO.: 23CV417693
 Related Case: 23CV421588

CLASS ACTION

[Assigned for all purposes to the
 Hon. Theodore C. Zavner, Dept. 19]

**~~[AMENDED PROPOSED]~~ ORDER AND
 JUDGMENT GRANTING PLAINTIFFS'
 MOTION FOR FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT**

Hearing Date: February 25, 2026
 Hearing Time: 1:30 p.m.
 Department: 19

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10 Attorneys for Plaintiffs
11 CINDY PHAM, SAVANNA JACOBSEN and ZAVEN McCARTY
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1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Motion for Final Approval of Class Action Settlement (“Motion”) filed by Plaintiffs
3 Robert Chery, Cindy Pham, Savanna Jacobsen, and Zaven McCarty (collectively, “Plaintiffs” or
4 “Named Plaintiffs”) came before this Court on February 25, 2026 at 1:30 p.m. Having reviewed
5 Plaintiffs’ Motion, the Declarations of Matthew J. Matern, Jean-Claude Lapuyade, and Shani O.
6 Zakay, and exhibits thereto, including the Class Action Settlement Agreement and Release and the
7 Amendment to Class Action Settlement Agreement and Release (collectively, the “Settlement” or
8 “Settlement Agreement”) attached as Exhibits 3 and 4, respectively, to the Declaration of Matthew
9 J. Matern, the Declarations of Cindy Pham, Robert Chery, Savanna Jacobsen, and Zaven McCarty,
10 the Declaration of Stacey Shim on Behalf of Apex Class Action, LLC, and the declaration of Joan
11 Chu Reese of Vision to Learn, and for good cause appearing, the Court hereby finds and ORDERS
12 as follows:

- 13 1. All defined terms contained herein shall have the same meanings as set forth in the
14 Settlement.
- 15 2. The Court finds that the Settlement was made and entered into in good faith and
16 hereby approves the Settlement as fair, adequate, and reasonable to all Settlement Class Members.
- 17 3. Solely for purposes of effectuating the Settlement, the Court has certified a
18 Settlement Class defined as:
- 19 All current and former nonexempt employees of Warby Parker Inc. and Warby
20 Parker Retail, Inc. (collectively, “Warby Parker” or “Defendants”) who worked at
21 Defendants’ retail locations in California at any time from March 13, 2019, through
22 June 24, 2024.
- 23 4. In accordance with the Settlement Agreement, Judgment shall be entered in this
24 Action in the amount of \$1,950,000 plus Defendants’ share of payroll taxes and withholdings
25 which shall be paid separately from and in addition to this Gross Settlement Fund.
- 26 5. The Court approves the Class Counsel Award for attorneys’ fees to Class Counsel
27 in the amount of \$650,000, or one-third of the Gross Settlement Fund of \$1,950,000, and litigation
28 costs in the amount of \$25,895.26.
6. The Court approves the PAGA Settlement Amount of \$130,000 with 75% payable

1 to the Labor and Workforce Development Agency (“LWDA”) and 25% disbursed among the
2 Allegedly Aggrieved Employees.

3 7. The Court approves Class Representative Enhancement Payments to Plaintiffs
4 Robert Chery, Cindy Pham, Savanna Jacobsen, and Zaven McCarty in the amount of \$10,000
5 each, for a total of \$40,000.

6 8. The Court approves the Settlement Administration Costs to Apex Class Action,
7 LLC in the amount of \$13,990.

8 9. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
9 Court Approval (“Class Notice”) provided to Settlement Class Members conforms with the
10 requirements of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of
11 Court, rules 3.766 and 3.769, the California and United States Constitutions, and any other
12 applicable law, and constitutes the best notice practicable under the circumstances, by providing
13 individual notice to all Settlement Class Members who could be identified through reasonable
14 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
15 therein. The Class Notice fully satisfies the requirements of due process.

16 10. The Court finds that zero (0) Settlement Class Members have objected to the
17 Settlement.

18 11. The Court finds that two (2) Settlement Class Members have submitted a timely
19 Request for Exclusion: Brandon Johnson and Gregory Ward.

20 12. Defendants shall fund the Gross Settlement Fund, and also fund the amounts
21 necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the
22 Settlement Administrator no more than twenty (20) business days after the Settlement’s Effective
23 Date.

24 13. Within twenty-one (21) calendar days after Defendants fully fund the Gross
25 Settlement Fund, the Settlement Administrator shall disburse the following amounts from the
26 Gross Settlement Fund of \$1,950,000:

- 27 a. \$650,000 for attorneys’ fees (one-third of the Gross Settlement Fund) payable
28 to Class Counsel as a part of the Class Counsel Award;

- 1 b. \$25,895.26 for litigation costs payable to Class Counsel as a part of the Class
2 Counsel Award;
- 3 c. \$97,500 (75% of \$130,000 of the PAGA Settlement Amount) payable to the
4 LWDA;
- 5 d. \$10,000 each payable to Plaintiffs Robert Chery, Cindy Pham, Savanna
6 Jacobsen, and Zaven McCarty as Class Representative Enhancement Payments;
- 7 e. \$13,990 payable to Apex Class Action, LLC for Settlement Administration
8 Costs; and
- 9 f. The remaining amounts shall be distributed as set forth in the Settlement
10 Agreement.

11 14. Individual Settlement Payment and/or Individual PAGA Payment checks remaining
12 un-cashed for more than one hundred eighty (180) calendar days after issuance will be void. Class
13 Counsel will submit a declaration from the Settlement Administrator to the Court, confirming the
14 total amount paid to Allegedly Aggrieved Employees and Participating Settlement Class
15 Members, along with a proposed amended judgment. After entry of an amended judgment, any
16 remaining funds, including any accrued interest, from the uncashed checks shall be distributed to
17 Vision to Learn, a 501(c)(3) non-profit organization. Pursuant to California Code of Civil
18 Procedure section 384, Vision to Learn is a qualified cy pres recipient as a child advocacy
19 program that provides vision screenings, eye exams and glasses to children at their schools and
20 community organizations.

21 15. Effective on the date when Defendants fully fund the entire Gross Settlement Fund,
22 Plaintiffs, Participating Settlement Class Members, and Allegedly Aggrieved Employees will
23 release claims against all Released Parties as follows:

24 Release of Claims by Named Plaintiffs. In addition to the claims being released
25 by all Participating Settlement Class Members and Allegedly Aggrieved
26 Employees, Plaintiffs will release and forever discharge the Released Parties, to
27 the fullest extent permitted by law, of and from any and all claims, known and
28 unknown, asserted and not asserted, which Plaintiffs have or may have against the
Released Parties based in any way on, or otherwise related to or arising from,
their employment with Warby Parker as of the date of execution of this
Settlement Agreement. The releases include, but are not limited to, all disputes

1 relating to or arising out of any state, local, or federal statute, ordinance,
2 regulation, order, or common law, including, but not limited to, Title VII of the
3 Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000(e), et seq.; the Civil
4 Rights Act of 1866, as amended, 42 U.S.C. §§ 1981, et seq.; the Equal Pay Act, as
5 amended, 29 U.S.C. § 206(d); the Fair Labor Standards Act of 1939, as amended,
6 29 U.S.C. §§ 201, et seq. and Code of Federal Regulations; the Orders of the
7 California Industrial Welfare Commission regulating wages, hours and working
8 conditions; the California Fair Employment & Housing Act, as amended, Cal.
9 Govt. Code §§ 12900, et seq.; the California Family Rights Act of 1991, as
10 amended; Cal. Govt. Code § 12945.2; the California Unruh Civil Rights Act, as
11 amended, Cal. Civ. Code §§ 51, et seq.; the California Labor Code (including any
12 claim for civil penalties under the California Labor Code Private Attorneys
13 General Act); the California Government Code; Article 1 of the California
14 Constitution; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 et
15 seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, et seq.;
16 the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, et seq. and any
17 state law equivalent; the Employee Retirement Income Security Act of 1974, 29
18 U.S.C. §§ 1001, et seq.; the National Labor Relations Act, as amended, 29 U.S.C.
19 §§ 151, et seq.; California Business and Professions Code §§ 17200, et seq.; other
20 statutory and common law claims; statutory or common law rights to attorneys’
21 fees and costs, penalties/fines, and/or punitive damages; any action based on
22 contract, quasicontract, quantum meruit, implied contract, tort, wrongful or
23 constructive discharge, breach of the covenant of good faith and fair dealing,
24 defamation, libel, slander, immigration issues, infliction of emotional distress,
25 negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on
26 any basis prohibited by statute or public policy, conversion, any interference with
27 business opportunity or with contract or based upon any other theory; and/or
28 similar causes of action.

For purposes of Plaintiffs’ Release, Plaintiffs waive all rights and benefits afforded by section 1542 of the California Civil Code as to any Released Claims.

Notwithstanding the foregoing, nothing in the Settlement Agreement requires Plaintiff Cindy Pham to release the non-wage-and-hour claims she currently alleges in *Pham v. Warby Parker Inc.* (Santa Clara Sup. Ct. Case No. 23CV417795). In addition, notwithstanding the foregoing, nothing in the Settlement Agreement requires Plaintiff Robert Chery to release the non-wage-and-hour claims he currently alleges in *Chery v. Warby Parker Inc., et al.* (AAA Case No. 01-23-0002-3818).

Release by of Class Claims by Settlement Class Members: The terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released Class Claims, which are all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and all other penalties

1 available under the California Labor Code), costs, expenses, attorneys' fees,
2 damages, indemnities, actions, causes of action, and obligations of every kind and
3 nature in law, equity, or otherwise, during the Class Period, known or unknown,
4 that were or could have reasonably been alleged based upon the facts pleaded in
5 the Actions, including: (a) all claims for wage statement violations (Labor Code
6 §§ 226, 1174, and IWC Wage Order No. 7-2001); (b) all claims for unpaid
7 minimum wages (Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order No.
8 7-2001); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and
9 IWC Wage Order 4, and IWC Wage Order 7-2001); (d) all claims for failure to
10 pay meal period and rest break premium wages at the regular rate of pay (Labor
11 Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order No. 7-2001, §§ 11,
12 12); (e) all claims for failure to indemnify employees for necessary expenditures
13 incurred in discharge of duties (Labor Code § 2802); (f) all claims for the failure
14 to timely pay wages during employment (Labor Code §§ 204, 210); (g) all claims
15 for the failure to timely pay wages upon termination, failure to pay waiting time
16 penalties, and failure to pay all wages due to discharged and quitting employees
17 (Labor Code §§ 201, 202 and 203); (h) failure to pay sick pay at the regular rate
18 of pay (Labor Code § 246); (i) failure to provide written notice of paid sick leave
19 (Labor Code § 246); and (j) all claims asserted through California Business &
20 Professions Code section 17200 et seq. arising out of the aforementioned claims
21 during the Class Period (March 13, 2019 through June 24, 2024).

14 Release of PAGA Claims by Allegedly Aggrieved Employees: The terms set forth
15 in this Settlement Agreement will release any further attempt by lawsuit,
16 administrative claim or action, demand, claims for civil penalties, or other action
17 of any kind by each and all of the Allegedly Aggrieved Employees, who shall
18 release their right to pursue any and all claims against the Released Parties for the
19 Released PAGA Claims, which are all claims for PAGA penalties, costs,
20 expenses, attorneys' fees, during the PAGA Period, that were or could have
21 reasonably been alleged based upon the facts pleaded in the Actions and the
PAGA claim notices that Plaintiffs Robert Chery, Savanna Jacobsen, and Zaven
McCarty provided to the LWDA prior to commencing the Actions asserted
through California Labor Code section 2698 et seq. (PAGA), including any and
all claims described in the Released Class Claims, including any derivative
claims, arising during the PAGA Period (April 12, 2022 through June 24, 2024)

22 16. As required by California Rule of Court 3.769(h), after entry of the Judgment, the
23 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
24 enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such
25 post-Judgment matters as may be appropriate under court rules or as set forth in the Settlement
26 Agreement.

27 17. The Settlement Administrator will post notice of this Judgment on its website
28 within 10 court days after entry of this Judgment.

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18. This Judgment is intended to be a final disposition of the Action in its entirety, and is intended to be immediately appealable.

19. A final accounting hearing is scheduled for December 2, 2026 at 2:30 p.m. Class Counsel shall file a final accounting report from the Settlement Administrator no later than November 5, 2026.

IT IS SO ORDERED, ADJUDICATED, AND DECREED.

DATED: March 2, 2026



HON. THEODORE C. ZAYNER
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years, and not a party to this action. My business address is 12101 East El Segundo Boulevard,
Suite 403, El Segundo, California 90245.

4 On February 27, 2026, I served the following documents:

5 **1. [AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING**
6 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
SETTLEMENT

7 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at
8 the e-mail addresses listed below. I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was
9 unsuccessful.

10 Katherine V.A. Smith, Esq. GIBSON, DUNN & CRUTCHER LLP 333 South Grand Avenue Los Angeles, California 90071 Telephone: (213) 229-7000 Facsimile: (213) 229-7520 Email: KSmith@gibsondunn.com	Attorneys for Defendants WARBY PARKER INC. and WARBY PARKER RETAIL, INC.
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26 Shani O. Zakay, Esq. ZAKAY LAW GROUP, APLC 5440 Morehouse Drive, Suite 3600 San Diego, California 92121 Telephone: (619) 255-9047 Email: shani@zakaylaw.com	Attorneys for Plaintiff ROBERT CHERY

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on February 27, 2026 at El Segundo, California.

3 *Carlos Salas*
4 _____
5 Carlos Salas
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