

ORIGINAL

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AMBER SULLIVAN on behalf of themselves
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN - STOCKTON COURTHOUSE

JAKLIN ISHOUFAR, an individual, and
AMBER SULLIVAN, an individual on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

GOODWILL INDUSTRIES OF SAN
JOAQUIN VALLEY, INC., a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: **STK-CV-UOE-2023-0002777**

Assigned for All Purposes To:

Hon.: John Soldati

Dept.: 10D

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVES' SERVICE PAYMENTS**

Date: September 22, 2026

Time: 9:00 a.m.

Dept.: 10D

Complaint filed: March 22, 2023

Second Amended Complaint: June 20, 2025

Third Amended Complaint: March 6, 2025

Trial Date: None set

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT, REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVES' SERVICE AWARDS**

SEP 22 2026
Filed
STERHANIE BOHRER, CLERK
By *Malynda Hedeman*
DEPUTY

BY FAX

AUG 27 2026

1. The first part of the report is a general introduction to the subject of the study.

2. The second part of the report is a detailed description of the methods used in the study.

3. The third part of the report is a discussion of the results of the study.

4. The fourth part of the report is a conclusion of the study.

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[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and Representative Settlement (“Motion”), filed with this Court on March 30, 2026.

On September 22, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s May 19, 2026, Order Granting Plaintiffs’ Motion for Preliminary Approval of Class and Representative Settlement (the “Preliminary Approval Order”).

Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and Representative Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means “All persons employed by Defendant in California as non-exempt employees at any point from March 22, 2019, through December 31, 2025 (the “Settlement Period”).”

5. Aggrieved Employees means “All persons employed by Defendant in California as non-exempt employees at any point from October 21, 2023, through December 31, 2025 (the

1 "PAGA Period")."

2 6. The Class Notice given to the Class Members fully and accurately informed the
3 Class Members of all material elements of the proposed Settlement and of their opportunity to
4 object to or comment thereon and was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process, and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided Class Members
8 adequate instructions and a variety of means to obtain additional information; provided Class
9 Members with a full opportunity and the means to seek exclusion; and described to Class
10 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
11 full opportunity has been afforded to the Class Members to participate in the Final Approval
12 Hearing, and all Class Members and other persons wishing to be heard have been heard.
13 Accordingly, the Court determines that all Class Members are bound by this Order and
14 Judgment.

15 7. There are zero (0) objections and zero (0) requests for exclusion to the class
16 portion of the Settlement.

17 8. The Court has considered all relevant factors for determining the fairness of the
18 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all evidence presented, including evidence regarding the strength of the Plaintiffs'
24 case; the risk, expense, and complexity of the claims presented; the likely duration of further
25 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
27 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
28 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire

1 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
2 provisions of the Settlement Agreement.

3 9. The Court hereby approves the Gross Settlement Amount of \$1,575,000.00.
4 Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully
5 pay Defendant's share of payroll taxes in two installments. The two payments, totaling the Gross
6 Settlement Amount, shall be made as follows: (1) The first installment of \$787,500 being due
7 within 7 days after the later of (a) the Court enters a Judgment on its Order Granting Final
8 Approval of the Settlement; and (b) the Judgment is final; (2) The second installment of
9 \$787,500 will be due six months after the first installment.

10 10. The Court hereby approves the Net Settlement Amount of \$898,752.19.

11 11. The Court hereby approves attorneys' fees to Class Counsel in the amount of
12 \$551,250.00.

13 12. The Court hereby approves reimbursement of litigation costs of \$29,497.81 to
14 Class Counsel.

15 13. The Court hereby approves the payment of costs to the Administrator, Apex Class
16 Action Administration, in the amount of \$17,500.00.

17 14. The Court hereby approves Class Representative Service Payment in the amount
18 of \$10,000.00 to Plaintiff Jaklin Ishoufar and \$5,000.00 to Plaintiff Amber Sullivan in
19 consideration and exchange for their contributions to the Class. The Court finds these amounts
20 are request fair and reasonable.

21 15. The Court hereby approves the allocation of \$63,000.00 to the settlement of the
22 PAGA claims, of which \$40,950.00 shall be payable to the Labor Workforce Development
23 Agency ("LWDA") and \$22,050.00 shall be payable to the Aggrieved Employees.

24 16. No other costs or fees relief shall be awarded, either against Defendant or any
25 other of the Released Parties, as defined in the Settlement Agreement.

26 17. The Administrator shall mail all Participating Class Members their settlement
27 checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT
28 CHECK IS ENCLOSED."

1 18. Participating Class Members shall have up to 180 days from the date of mailing to
2 negotiate their settlement distribution check.

3 19. Upon entry of Judgment by the Court in accordance with the Settlement
4 Agreement:

5 a. Plaintiffs and all Participating Class Members, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, release the Released Parties from all claims that were alleged, or reasonably could
8 have been alleged, based on the facts stated in the Operative Complaint, which includes claims
9 for: failure to pay all wages, failure to provide all meal periods, failure to authorize and permit
10 all paid rest periods, failure to provide legally-compliant rest periods, failure to fully reimburse
11 work expenses, failure to pay vested vacation pay, failure to timely furnish accurate itemized
12 wage statements, violations of Labor Code sections 201-202, and unfair business practices in
13 violation of Business & Professions Code section 17200, *et seq.* ("Released Class Claims"). The
14 Released Class Claims only apply to claims arising during the Class Period.

15 b. All Aggrieved Employees are deemed to release, on behalf of themselves and
16 their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, the Released Parties from any and all claims for civil penalties under
18 PAGA that were alleged or reasonably could have been alleged based on the facts stated in the
19 Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA
20 Claims only apply to claims arising during the PAGA Period.

21 20. The Court further confirms and finds that nothing contained in the Settlement
22 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
23 other Order entered in this action shall in any way or manner constitute an admission that any of
24 the allegations against Defendant had merit or a determination of liability by or against
25 Defendant and its present and former parent companies, subsidiaries, divisions, related entities,
26 or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, re-
27 insurers, successors and assigns, whether in their individual or official capacities to any of the
28 claims and causes of action asserted by the Class Members or Aggrieved Employees, or any

1 member or employee thereof, and shall not be offered in evidence in any action or proceeding
2 against Defendant, or any other Released Parties in any court, administrative agency, or other
3 tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions
4 of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or
5 otherwise affect the obligation, responsibilities, or duties of Defendant under the Settlement
6 Agreement and this Final Order and Judgment.

7 21. Neither Defendant nor any related persons or entities shall have any further
8 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or
9 liability, except as provided in the Settlement Agreement.

10 22. By operation of the entry of this Order, as of the Effective Date, the parties are
11 ordered to perform their respective duties and obligations under the Settlement Agreement.

12 23. The date for the Final Report (Nonappearance) Compliance Hearing is set for

13 November 30, 2027

14
15 **JUDGMENT**

16 In accordance with, and for the reasons stated in the Final Approval Order, judgment
17 shall be entered whereby Plaintiffs Jaklin Ishoufar and Amber Sullivan, and all Participating
18 Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement
19 Agreement.

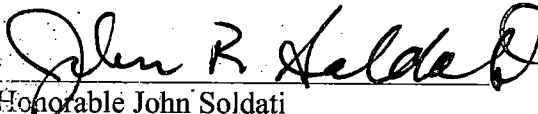
20 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
21 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
22 action, the Plaintiffs Jaklin Ishoufar and Amber Sullivan, Class Members, and Defendant, for the
23 purposes of:

- 24 (a) supervising the implementation, enforcement, construction, and interpretation of
25 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
26 the Final Approval Order, and the Judgment; and
27 (b) supervising distribution of amounts paid under this Settlement.

1 **IT IS SO ORDERED.**

2
3 Dated:

9/22/26


Honorable John Soldati
Judge of the Superior Court