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ELECTRONICALLY FILED

Superior Court of California
County of Marin

09/23/2026

James M. Kim, Clerk of the Court
M. Gil, Deputy

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN MARIN**

12 MARTHA CARBALLO, individually, and
on behalf of all others similarly situated,

13 Plaintiff,

14
15 vs.

16
17 THE WOODLANDS STORE HOLDINGS,
INC., a California Corporation; THE
18 WOODLANDS STORE, INC., an unknown
business entity; THE WOODLANDS
19 STORE, LLC, a California limited liability
company; and DOES 1 through 10,
20 inclusive,

21 Defendants.

Case No.: CV0005220

Assigned for All Purposes to:
Hon. Mark A. Talamantes, Courtroom L

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: September 18, 2026
Time: 1:30 p.m.
Dept.: L

1 This matter has come before the Honorable Mark A. Talamantes, in Department L of the
2 above-entitled Court, located at the 3501 Civic Center Drive San Rafael, CA 94903, on September
3 18, 2026, on Plaintiff's Unopposed Motion for Final Approval of Class Action and PAGA
4 Settlement ("Motion for Final Approval"). The Sentinel Firm, APC appeared on behalf of
5 Plaintiff Martha Carballo ("Plaintiff"); Fisher & Phillips LLP appeared on behalf of Defendants
6 the Woodlands Store Holdings, Inc., the Woodlands Store, Inc. and the Woodlands Store, LLC
7 (collectively "Defendants").

8 On April 17, 2026, the Court entered the 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 PAGA
11 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached to the
12 Declaration of Tiffany Hyun in Support of Motion for Final Approval of Class Action and PAGA
13 Settlement as **Exhibit 1**, which sets 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 Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 "All current and former hourly employees employed by Defendants in California
27 who were classified as non-exempt during the Class Period. The Class Period is
28 defined as the period from January 27, 2021, through August 20, 2025."

4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final

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

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful investigation
12 conducted by the Sentinel Firm, APC (“Class Counsel”); that the Settlement is the result of
13 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
14 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
15 has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration
17 of further litigation; the amount offered in the Settlement; the extent of investigation and
18 discovery completed; and the experience and views of Class Counsel. The Court has further
19 considered the absence of objections to the Class Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Pursuant to the Settlement Administrator, no persons submitted a timely
26 and valid Request for Exclusion to the Administrator. Accordingly, the Court determines that all
27 Class Members who did not submit a timely and valid Request for Exclusion (“Participating Class
28 Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval

Order and Judgment”), and that the State of California and all current and former hourly employees employed by Defendants in California who were classified as non-exempt during the PAGA Period from the period from January 27, 2024 through August 20, 2025 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that the Gross Settlement Amount of \$450,000.00 is fair, reasonable, and appropriate, and hereby approved. The Gross Settlement Amount is subject to the deductions otherwise provided for in this Final Approval Order and Judgment.

8. The Court finds that the settlement of the Released PAGA Claims for \$30,000.00, which is designated and allocated as penalties under the California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Payment as follows: the amount of \$19,500.00 to the California Labor and Workforce Development Agency, and the amount of \$10,500.00 to Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that payment of administration costs in the amount of \$9,975.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Administrator, Apex Class Action Administration, shall issue payment to itself in the amount of \$9,975.00 in accordance with the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the Class Representative Service Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and the Aggrieved Employees. It is hereby ordered that the Administrator issue payment in the amount of \$7,500.00 to the Class Representative for her Service Payment according to the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that the request for attorneys’ fees in the amount of \$150,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment

1 in the amount of \$150,000.00 to Class Counsel for attorneys' fees, in accordance with the terms
2 and methodology set forth in the Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$19,542.65 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Administrator issue payment in the amount of \$19,542.65 to Class Counsel for reimbursement of
6 litigation costs and expenses, in accordance with the terms and methodology set forth in the
7 Settlement Agreement.

8 13. The Court finds that all amounts not otherwise provided for in this Order and
9 Judgment shall be allocated as the Net Settlement Amount payable as Individual Class Payments.
10 It is hereby ordered that the Administrator issue and distribute payment of the Net Settlement
11 Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. The Court hereby enters Judgment by which Participating Class Members shall be
13 conclusively determined to have given a release of any and all Released Class Claims against the
14 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
15 determined to have given a release of any and all Released PAGA Claims against the Released
16 Parties, as set forth in the Settlement Agreement and Class Notice.

17 15. It is hereby ordered that following the Effective Date of the Settlement Agreement,
18 Defendants shall transmit the Gross Settlement Amount by making a deposit into the account
19 established by the Administrator for administration of the Settlement in accordance with the terms
20 and methodology set forth in the Settlement Agreement.

21 16. It is hereby ordered that following the deposit of each portion of the Gross
22 Settlement Amount by Defendants, the Administrator shall distribute Individual Class Payments
23 to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
24 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, the Class Representative Service Payment, and the Administration Expenses
26 Payment in accordance with the terms and methodology set forth in the Settlement Agreement.

27 17. Individual Class Payment and Individual PAGA Payment checks shall be valid
28 and negotiable for a period of not less than one hundred and eighty (180) calendar days from the

1 date of issuance, and thereafter, the checks shall be cancelled. The funds associated with
2 Individual Class Payment and/or Individual PAGA Payment checks that have not been cashed or
3 deposited within the 180-day period shall be transmitted to the California Controller's Unclaimed
4 Property Fund in the name of the Class Member in accordance with the requirements of California
5 Code of Civil Procedure § 384(b).

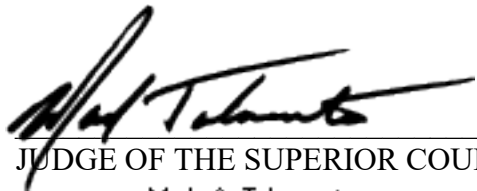
6 18. Prior to transmitting the funds from uncashed checks to the California Controller's
7 Unclaimed Property Fund, the Parties shall submit a stipulation and proposed order to the Court
8 complying with the provisions of California Code of Civil Procedure section 384.

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

14 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
15 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
16 Order and Judgment on the Administrator's website for a period of at least one hundred and eighty
17 (180) calendar days after the date of entry of this Final Approval Order and Judgment.
18 Individualized notice is not required.

19 21. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of
20 Residual Funds on [a date at least 280 days from date this Order is signed]
21 7/29/2024, 2027 at 130 pm in Department L of this Court. The Parties are ordered
22 to file a Final Status Report no later than 10 days prior to the Case Review Hearing.

23
24 Dated: 09/23/2026


JUDGE OF THE SUPERIOR COURT

Mark A. Talamantes

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF MARIN)

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; the address from which I served the document listed below is 707 Wilshire Blvd., Suite 4700, Los Angeles, California 90071. On August 26, 2026, I served the foregoing document described as:

[PROPOSED] FINAL ORDER AND JUDGMENT

☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the following email addressee(s), in accordance with:

☒ the written confirmation of counsel in this action:

FISHER & PHILLIPS LLP
Attorney for Defendants The Woodlands Store Holdings, Inc., The Woodlands Store, Inc., and The Woodlands Store, LLC.
Boris Sorsher (bsorsher@fisherphillips.com)
Ryan Peixoto (rpeixoto@fisherphillips.com)
Lisa Peterson (lpeterson@fisherphillips.com)
Kristina Buan (kbuan@fisherphillips.com)
Cynthia Borrayo (cborrayo@fisherphillips.com)
2050 Main Street Suite 1000
Irvine, California 92614

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

Executed on August 26, 2026, at Los Angeles, California.

Mellinda Hensley

Name



Signature