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Attorneys for PLAINTIFFS NAILA RODRIGUEZ  
and ANDREA LOPEZ on behalf of themselves and  
all other aggrieved current and former California-based,  
hourly non-exempt employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

NAILA RODRIGUEZ and ANDREA LOPEZ, on  
behalf of themselves and all other aggrieved  
current and former California-based, hourly non-  
exempt employees,

Plaintiffs,

vs.

PVH Retail Stores, LLC; and DOES 1 to 100,  
inclusive,

Defendant.

Case No. RIC2002453

**PAGA ACTION**

*[Assigned for All Purposes to:  
Hon. Daniel A. Ottolia, Dept. 4]*

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR APPROVAL  
OF SETTLEMENT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004 AND JUDGMENT THEREON**

Hearing Information:

Date: February 9, 2024

Time: 8:30 a.m.

Dept.: 4

Reservation ID: 647770640804

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND JUDGMENT THEREON**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 02 2024

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2 The Court, having reviewed and considered Plaintiffs Naila Rodriguez and Andrea Lopez's  
3 ("Plaintiffs") Motion for Approval of a Private Attorneys General Act Settlement, and all legal  
4 authorities and documents submitted in support thereof, including Plaintiffs and PVH Retail Stores,  
5 LLC's ("Defendant") (collectively, the "Parties") Joint Stipulation of Settlement PAGA Action (the  
6 "Settlement Agreement") attached to the McKee Declaration as Exhibit 1, and good cause appearing,

7 **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

8 1. The All terms used herein shall have the same meaning as defined in the Settlement  
9 Agreement attached to the McKee Dec. as **Exhibit 1**.

10 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds  
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties  
12 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement  
13 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.  
14 The Court further finds that the Parties were able to reasonably evaluate their respective positions.  
15 The Court also finds that settlement now will avoid additional and potentially substantial litigation  
16 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
17 reviewed the monetary recovery being provided as part of the Settlement and recognizes the  
18 significant value accorded to the Aggrieved Employees.

19 3. The Settlement Agreement is not an admission by Defendant or by any other of the  
20 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing  
21 by Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor any  
22 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be  
23 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or  
24 liability whatsoever by or against Defendant or any of the other Released Parties.

25 4. The entire LWDA Payment (the remainder of the Gross Fund Value after deducting  
26 Plaintiffs' counsel's fees (\$250,000.00) and costs (\$20,000.00) and the costs of administration  
27 (\$21,500.00) from the \$750,000.00 Gross Fund Value) shall be allocated for payment of civil

1 penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees.

2 5. The PAGA Group Payment shall be distributed to Aggrieved Employees pro rata  
3 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the  
4 Settlement Period. "Aggrieved Employees" means all persons within the State of California who are  
5 or were employed by Defendant as hourly, non-exempt employees in the State of California at any  
6 time within the PAGA Period. "PAGA Period" means the time period from March 28, 2019, through  
7 April 30, 2023.

8 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure described in  
9 the Settlement Agreement.

10 7. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

11 8. The Court hereby confirms ILYM Group, Inc. as the Settlement Administrator and  
12 confirms that costs in the amount of \$21,500.00 for administration of the settlement are reasonable.

13 9. The Court hereby awards Plaintiffs an Enhancement Award of \$10,000.00  
14 (\$5,000/each) for their work as the named Plaintiffs and PAGA representatives and for the time and  
15 effort in bringing this litigation.

16 10. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the Settlement  
17 Amount, which is \$250,000.00 in attorneys' fees and \$20,000.00 in attorneys' costs. The payment of  
18 fees to Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement.

19 11. All settlement checks will remain valid for 180 days after which the checks shall  
20 become null and void, and any monies remaining in the distribution account shall be transmitted to  
21 the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA  
22 Group member to whom the uncashed Net Settlement Payment was drafted.

23 12. The Court further orders, adjudges and decrees that upon Approval by the Court of  
24 this Settlement and Defendant's full funding of the Settlement Amount, Plaintiffs, as representatives  
25 of the State of California, the PAGA Group, and the State of California will release any and all claims  
26 and causes of action, known or unknown, contingent or accrued, against Defendant, Defendant's fully  
27 owned subsidiaries, and their respective officers, directors, employees, and agents ("Released

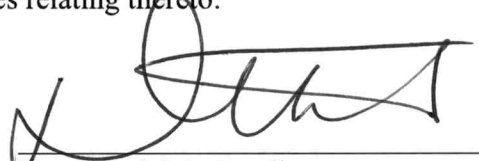
1 Parties”), from all applicable California claims and causes of action arising from or related to the facts  
2 alleged in the pre-filing notice to the LWDA and the operative complaint, including but not limited  
3 to claims for: violations of California Wage Order 5, Section 14(A) and (B); violations of the  
4 California Labor Code Private Attorneys General Act of 2004 (PAGA), Labor Code § 2698 et seq.;  
5 and any damages, penalties, restitution, disgorgement, interest or attorneys’ fees as a result thereof  
6 (“Released Claims”) from March 28, 2019, through April 30, 2023.

7 13. This Court shall retain jurisdiction with respect to all matters related to the  
8 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
9 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
10 settlement and the determination of all controversies relating thereto.

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12 Dated: ~~January 5, 2024~~

13 4/2/2024

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Hon. Daniel A. Ottolia  
Riverside County Superior Court Judge