

FILED
KERN COUNTY SUPERIOR COURT
7/9/2024

BY Dickey, Leslie
DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

MAGDA CASTRO, an individual, on behalf of
herself and all others similarly situated,

Plaintiffs,

vs.

ROSS DRESS FOR LESS, INC., and DOES 1-
50, inclusive,

Defendants.

Case No. BCV-21-101490

[Assigned for all purposes to Hon. Gregory Pulskamp]

~~[PROPOSED]~~ **REVISED FINAL JUDGMENT
AND ORDER OF DISMISSAL**

Hearing Date: July 1, 2024
Time: 8:30 a.m.
Dept.: J

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14 Attorneys for Plaintiff STEVEN DIAZ

1 On July 1, 2024, Plaintiffs Magda Castro’s and Steven Diaz’s motion for approval of the
2 Settlement Agreement between the above-captioned parties came on regularly for hearing pursuant to the
3 California Private Attorneys General Act, Labor Code section 2699, *et seq.* (“PAGA”). Appearances
4 were as stated in the record, Dennis F. Moss on behalf of Plaintiff Castro, Alvin Lindsay on behalf of
5 Plaintiff Diaz, and Gregory Wolflick on behalf of Defendants. There were no other appearances and no
6 objections to the motion either at the hearing for approval or in advance thereof. Having considered the
7 motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD
8 CAUSE having been shown, Plaintiffs’ motion is GRANTED.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby approves the parties’ proposed Joint Stipulation of Settlement and Release of
11 PAGA Action (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Jeremy F. Bollinger,
12 entered into between Plaintiffs as individuals and on behalf of the State of California and as “aggrieved
13 employees” acting as private attorney general under PAGA, on the one hand, and Defendants Ross Dress
14 For Less, Inc. and DMSI Staffing, LLC (collectively, “Defendants”) on the other, as follows:

15 1. All capitalized terms used here and not otherwise defined shall have the same meaning as
16 given in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this action, all PAGA Members, the
18 State of California, and Defendants.

19 3. The Court grants Plaintiff’s request for judicial notice pursuant to *People v. Harbolt*
20 (1997) 61 Cal. App. 4th 123, 126.

21 4. The Court finds and determines that the parties have satisfied the requirements of Section
22 2699(l)(2) of the PAGA, by submitting the Settlement Agreement to the Labor Workforce and
23 Development Agency (“LWDA”).

24 5. The Court APPROVES the parties’ Settlement Agreement adjudging the terms thereof to
25 be fair, reasonable, and adequate and directing consummation of its terms and provisions.

26 6. The Court APPROVES the Notice of Settlement (referred to as “Settlement Letter”),
27 attached as Exhibit A to the Settlement Agreement, as to form and content, and directs the Settlement
28

1 Administrator to distribute it along with the Settlement shares to the PAGA Members pursuant to the
2 terms of the Settlement Agreement.

3 7. The Court APPROVES the parties' Settlement Agreement in favor of Plaintiffs and the
4 PAGA Members in the Gross Settlement Amount of \$2,492,440.

5 8. The Court APPROVES and APPOINTS Phoenix Settlement Administrators to administer
6 the Settlement.

7 9. The Court APPROVES and ORDERS that, of the Gross Settlement Amount, twenty-five
8 percent (or \$623,110) is to be distributed to the PAGA Members and seventy-five percent shall be
9 allocated to the LWDA pursuant to Section 2699(i) of PAGA. The Court further APPROVES and
10 ORDERS that from the seventy-five percent allocated to the LWDA, \$872,354 is awarded as attorneys'
11 fees paid to Plaintiffs' Counsel Moss Bollinger, LLP, David Yeremian & Associates, Inc., D.Law, Inc.,
12 Hekmat Law Group, \$18,845.53 is awarded as litigation costs paid to Plaintiffs' Counsel, \$10,000 is
13 awarded to the PAGA Representative/Plaintiff Magda Castro and \$10,000 is awarded to the PAGA
14 Representative/Plaintiff Steven Diaz as Enhancement Payments, and \$49,750 is awarded as
15 administrative costs paid to the Settlement Administrator. The remaining amount of \$908,380.47 is to be
16 distributed to the LWDA.

17 10. Pursuant to section 7.3 of the Settlement Agreement, any funds associated with
18 uncashed checks after one hundred eighty (180) calendar days will be sent to the Labor & Workforce
19 Development Agency.

20 11. The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any party,
21 other than as specified in the Settlement Agreement and this Order.

22 12. In consideration of the Gross Settlement Amount provided under the Settlement
23 Agreement, and for other good and valuable consideration, each of the PAGA Members and the State of
24 California shall, by operation of this Judgment, irrevocably release, acquit, and forever discharge
25 Defendants and the Released Parties, as defined in the Settlement Agreement, of all claims and theories
26 that were set forth, or that could have been set forth based on the facts alleged in the Action during the
27 PAGA Period, including but not limited to under the California Labor Code 201-203 (including 201.3),
28 204, 210, 218, 218.6, 221, 225.5, 226, 226.3, 226.7, 245, 246, 256, 432.5, 510, 512, 551, 552, 558, 558.1,

1 1174, 1174.5, 1175, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, 2698 *et seq.*,
2 and IWC Wage Order 7-2001, based on Defendants' alleged failure to pay wages for all hours worked
3 during the time spent undergoing security checks and COVID checks, failure to provide duty free meal
4 and rest periods, failure to pay meal and rest break premiums at the regular rate of compensation, failure
5 to pay sick leave at the regular rate of pay, and derivative liability for failure to provide accurate wage
6 statements, and failure to timely pay all wages upon cessation of employment, and derivative liability
7 theories for failure to provide accurate wage statements and failure to timely pay all wages upon
8 cessation of employment to employees at Defendants' distribution centers in California (collectively
9 "Released Claims").

10 13. As a result of this Judgment, the PAGA Representatives/Plaintiffs, the State of California,
11 and all PAGA Members are barred from prosecuting any claims covered by the release set forth in the
12 Settlement Agreement against Defendants and the Released Parties.

13 14. This Judgment is the Final Judgment in the suit as to all Released Claims.

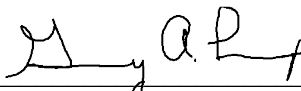
14 15. In the event that the Settlement Effective Date does not occur, this Judgment shall be
15 rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the
16 contrary in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiffs, PAGA
17 Members, the State of California, and Defendants.

18 16. The Court noted that no objectors appeared at the approval hearing, granted settlement
19 approval, and ordered Plaintiffs' counsel to give notice, and therefore hereby vacates all remaining dates
20 except for setting an Order to Show Cause re Dismissal hearing for December 2, 2024, at 8:30 a.m. in
21 Division J.

22 **IT IS SO ORDERED.**

23 Dated: Signed: 7/9/2024 11:14 AM
24 _____, 2024

25 BCV-21-101490

26 
27 _____
28 Hon. Gregory Pulskamp
Judge of the Superior Court

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF KERN

Castro v. Ross Dress For Less, Inc.
Case No. BCV-21-101490

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 15300 Ventura Boulevard, Suite 207, Sherman Oaks, CA 91403.

On July 3, 2024, I served the document(s) described as

[PROPOSED] REVISED FINAL JUDGMENT AND ORDER OF DISMISSAL

on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

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[X] BY ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the respective e-mail address(es) of the party(ies) as stated above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[] BY OVERNIGHT DELIVERY: I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 3, 2024 at Sherman Oaks, California.

Jeremy Bollinger
Type or Print Name


Signature