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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CHIDIMMA IGBOAKAEZE, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

VERA BRADLEY SALES, LLC, an unknown
business entity; VERA BRADLEY DESIGNS,
INC., an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 20STCV04294

Honorable Yvette M. Palazuelos
Department SSC-9

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: July 18, 2023
Time: 10:00 a.m.
Department: SSC-9

Complaint Filed: February 3, 2020
FAC Filed: July 15, 2020
Trial Date: None Set

1 This matter has come before the Honorable Yvette M. Palazuelos in Department 9 of the
2 above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, on Plaintiff Chidimma Igboakaeze's ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment
5 ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Barnes
6 & Thornburg LLP appeared on behalf of Defendants Vera Bradley Sales, LLC and Vera Bradley
7 Designs, Inc., (collectively, "Defendants").

8 On January 24, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Second Amended Stipulation of
11 Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
13 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-paid or non-exempt employees of Defendants in
27 California employed between February 3, 2016 through July 22, 2021 ("Class"
or "Class Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

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

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

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
25 submit a timely and validly Request for Exclusion (“Settlement Class Member”) are bound by the
26 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the
27 State of California and all current and former hourly-paid or non-exempt employees of
28

Defendants in California at any time from May 6, 2019 through July 22, 2021 (“PAGA Members”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that the settlement of the Released PAGA Claims for \$37,500.00, which is designated and allocated toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$28,125.00 to the California Labor and Workforce Development Agency (“LWDA”), for its portion of the PAGA Penalty Amount, and the amount of \$9,375.00 to PAGA Members, in accordance to the terms and methodology set forth in the Settlement Agreement.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$5,000.00 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 Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of \$5,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

10. The Court finds that the request for attorneys’ fees in the amount of \$87,500.00 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 Settlement Administrator issue payment in the amount of \$87,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$11,958.23 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Settlement Administrator issue payment in the amount of \$11,958.23 to Class Counsel for
2 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
3 forth in the Settlement Agreement.

4 12. The Court hereby enters Judgment by which Settlement Class Members shall be
5 conclusively determined to have given a release of any and all Released Class Claims against the
6 Released Parties, and all PAGA Members and the State of California shall be conclusively
7 determined to have given a release of any and all Released PAGA Claims against the Released
8 Parties, as set forth in the Settlement Agreement and Class Notice.

9 13. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
10 Defendants shall deposit the Total Settlement Amount (i.e., \$250,000.00) together with an amount
11 sufficient to pay employer's share of taxes, into an account to be established by the Settlement
12 Administrator, in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 14. It is hereby ordered that within seven (7) calendar days of the funding of the Total
15 Settlement Amount, the Settlement Administrator shall distribute Individual Settlement Payments
16 to the Settlement Class Members, Individual PAGA Payments to PAGA Members, LWDA
17 Payment to the LWDA, Enhancement Payment to Plaintiff, and Attorneys' Fees and Costs to Class
18 Counsel, in accordance with the terms and methodology set forth in the Settlement Agreement.

19 15. Individual Settlement Payment and Individual PAGA Payment checks shall be
20 valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of
21 issuance, and thereafter, the checks shall be cancelled. The funds associated with Individual
22 Settlement Payment and/or Individual PAGA Payment checks that have not been cashed or
23 deposited within the 180-day period shall be transmitted to Los Angeles Legal Aid Foundation.
24 Prior to transmitting the funds from uncashed checks to Los Angeles Legal Aid Foundation, the
25 Parties shall submit a stipulation and proposed order to the Court complying with California Code
26 of Civil Procedure section 384's amended provisions as to *cy pres* beneficiaries

27 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
28 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and

1 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
2 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
3 any dispute arising from or in connection with the distribution of settlement benefits.

4 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
5 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order
6 and Judgment on the Settlement Administrator's website within three (3) business days of receipt.
7 Individualized notice is not required.

8
9 Dated: _____

Honorable Yvette M. Palazuelos
Judge of the Superior Court