

1 Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
2 Bevin Allen Pike (SBN 221936)  
Bevin.Pike@capstonelawyers.com  
3 Orlando Villalba (SBN 232165)  
Orlando.Villalba@capstonelawyers.com  
4 Trisha K. Monesi (SBN 303512)  
Trisha.Monesi@capstonelawyers.com  
5 Capstone Law APC  
1875 Century Park East, Suite 1000  
6 Los Angeles, California 90067  
Telephone: (310) 556-4811  
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Sherice Duncan

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES  
11

12 SHERICE DUNCAN, individually, and on  
13 behalf of other members of the general public  
similarly situated,

14 Plaintiff,

15 vs.

16 CLAIRE'S BOUTIQUES, INC., a Colorado  
17 corporation; and DOES 1 through 10, inclusive,

18 Defendants.  
19  
20

Case No.: 20STCV15355

Assigned to the Hon. William F. Highberger

**~~PROPOSED~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

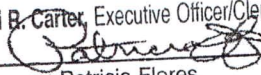
Date: July 29, 2021

Time: 11:00 a.m.

Place: Department 10

**FILED**  
Superior Court of California  
County of Los Angeles

JUL 29 2021

Sherri B. Carter, Executive Officer/Clerk of Court  
By  Deputy  
Patricia Flores

BY FAX

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1 the Court finds that the settlement was reached following meaningful discovery and investigation  
2 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence  
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
8 discovery completed; and the experience and views of counsel.

9 8. The Parties have provided the Court with sufficient information about the nature and  
10 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent  
11 assessment of the reasonableness of the terms to which the Parties have agreed.

12 9. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
15 conditions, and provisions of the Settlement Agreement.

16 10. The Court also finds that settlement now will avoid additional and potentially substantial  
17 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,  
18 after considering the monetary recovery provided by the settlement in light of the challenges posed by  
19 continued litigation, the Court concludes that the settlement provides Class Members with fair and  
20 adequate relief.

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

27 12. Final approval shall be with respect to: All persons who worked for Defendants as non-  
28 exempt, hourly paid employees in California at any time from March 1, 2018 to March 10, 2021.

1           13. Plaintiff Sherice Duncan is a suitable Class Representative and is hereby appointed the  
2 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and  
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement  
4 Class, and that her interests are aligned with those of the Settlement Class.

5           14. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
6 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
7 claims arising out of her employment with Defendant.

8           15. The Court finds that the attorneys at Capstone Law APC have the requisite  
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12           16. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby  
13 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce  
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be added to the Net  
15 Settlement Amount.

16           17. The Court hereby awards \$458,333 in attorneys' fees and \$20,000 in costs and expenses  
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the  
19 settlement. The Court also finds that Class Counsel's out-of-pocket costs were reasonably incurred and  
20 are of the sort that can be reimbursed from the Settlement.

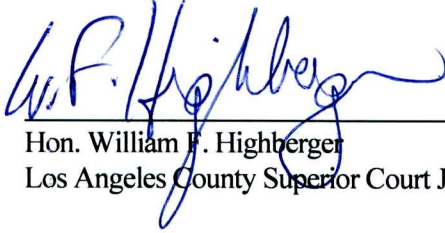
21           18. The Court approves settlement administration costs and expenses in the amount of  
22 \$20,000 to CPT Group, Inc.

23           19. All Class Members were given a full and fair opportunity to participate in the Approval  
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
27 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.  
28 These Class Members have released and forever discharged the Defendant for any and all Released

1 Claims.

2  
3 **IT IS SO ORDERED.**

4  
5 Dated: 7/29/2021

  
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Hon. William F. Highberger  
Los Angeles County Superior Court Judge