

James R. Hawkins (SBN 192925)
James@Jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
Christina@Jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff PEDRO AYALA and EMI BRUEMMER,
on behalf of themselves and in their representative
capacity as private attorneys general

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PEDRO AYALA and EMI BRUEMMER, on
behalf of themselves and in their representative
capacity as private attorneys general,

Plaintiffs,

v.

MACY'S WEST STORES, INC., an Ohio
Corporation, DOING BUSINESS AS
MACY'S, and DOES 1-50, inclusive,

Defendants.

Case No. 20STCV34182

Assigned For All Purposes to:
Hon. Elihu M. Berle

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Date: August 22, 2024
Time: 8:30 a.m.
Dept: 6

Complaint Filed: September 3, 2020
FAC Filed: February 11, 2021
SAC Filed: June 14, 2021
Trial: Not Set

1 This matter came before the Court on August 22, 2024 at 8:30 a.m. on Plaintiff Emi
2 Bruemmer's ("Plaintiff") Motion for Approval of PAGA Settlement (the "Approval Motion").
3 Having considered the Parties' PAGA Settlement Agreement ("Settlement Agreement"), the
4 Approval Motion, the supporting papers filed by Plaintiff, and the evidence and argument received
5 by the Court, the Court grants approval of the Settlement Agreement and HEREBY ORDERS
6 THE FOLLOWING:

7 1. Except as otherwise specified in this Order Granting Approval of PAGA Settlement
8 ("Order"), the Court hereby adopts and incorporates by reference the terms and conditions of the
9 Settlement Agreement. A copy of the Settlement Agreement is attached to this Order as Exhibit 1.
10 Except as otherwise defined in this Order, all capitalized terms have the same meaning as defined
11 in the Settlement Agreement.

12 2. The Court has jurisdiction over this litigation, over all Covered Employees, and
13 over those persons undertaking affirmative obligations under the Settlement Agreement.

14 3. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"),
15 Cal. Lab. Code §§ 2699(1)(2), (1)(4), the California Labor Workforce and Development Agency
16 ("LWDA") has been provided notice of the settlement. In particular, on the date Plaintiff filed the
17 Approval Motion, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the
18 Settlement Agreement. Plaintiff's Notice of Settlement to the LWDA complied with the notice
19 requirements of PAGA. Confirmation of this Notice is attached as **Exhibit 2** to the Declaration of
20 James R. Hawkins.

21 4. The Court approves the Settlement Agreement as to the Covered Employees and
22 the State of California, under Labor Code § 2699(1)(2). The terms of the Settlement Agreement
23 are fundamentally fair, adequate, and reasonable in light of PAGA's policies and purpose. The
24 Parties are directed to effectuate the Settlement Agreement according to its terms and this Order.

25 5. The proposed PAGA Settlement Notice to Covered Employees, attached as **Exhibit**
26 **3** to the Declaration of James R. Hawkins, fairly and adequately describes the Action, the approved
27 Settlement Agreement, and is the best notice practicable under the circumstances.

28 6. The Court approves the release of all Released PAGA Claims as set forth in section

1 5 of the Settlement Agreement. In accordance with sections 1.18 and 8 of the Settlement
2 Agreement, the Release Period for the Released PAGA Claims is January 26, 2020 – November
3 23, 2023.

4 7. Pursuant to Labor Code § 2699(l)(2), the Court approves (i) the Gross PAGA
5 Settlement Amount (\$900,000.00) for the resolution of the Action and compromise of claims
6 brought under PAGA as to the Covered Employees and (ii) the methodology in the Settlement
7 Agreement used to calculate the LWDA PAGA Payment and Covered Employee Individual
8 PAGA Payments to be paid from the Net PAGA Settlement Amount.

9 8. Under the terms of the Settlement Agreement, 75% of the Net PAGA Settlement
10 Amount will be paid to the State of California Labor Workforce Development Agency (“LWDA
11 PAGA Payment”). The remaining 25% of the Net PAGA Settlement Amount shall be distributed
12 to the Covered Employees in accordance with the terms of the Settlement Agreement. The Court
13 authorizes the Settlement Administrator to pay the LWDA PAGA Payment and the Individual
14 PAGA Payments in accordance with the terms of the Settlement Agreement.

15 9. The Court approves a service award to Plaintiff Emi Bruemmer in the amount of
16 \$5,000.00 to be paid from the Gross PAGA Settlement Amount. This payment is in recognition
17 for her service as a representative and as compensation for the efforts and risks she has undertaken
18 in serving as the representative.

19 10. The Court approves ILYM Group, Inc. to act as the Settlement Administrator and
20 authorizes the Settlement Administrator to calculate and pay the LWDA PAGA Payment and the
21 Covered Employee Individual PAGA Payments, in accordance with the terms of the Settlement
22 Agreement. The Court approves payment to the Settlement Administrator of its actual fees and
23 costs in accordance with the terms of the Settlement Agreement in the amount of \$7,750.00.

24 11. The Court approves James R. Hawkins and Christina M. Lucio of James Hawkins
25 APLC as Plaintiff’s PAGA Counsel.

26 12. The Court awards PAGA Counsel’s attorneys’ fees in the amount of 1/3 of the
27 Gross PAGA Settlement Amount (\$300,000.00), and actual litigation costs not to exceed \$30,000
28 (estimated \$25,856.53). The Court authorizes the Settlement Administrator to make these

1 payments, in accordance with the terms of the Settlement Agreement.

2 13. Checks for Individual PAGA Payments sent to Covered Employees shall be valid
3 for 120 calendar days after issuance. Funds remaining from any checks for Individual PAGA
4 Payments uncashed after 120 days will be transmitted to the California State Controller's Office,
5 Unclaimed Property Division, to be held in the name of the Covered Employee.

6 14. Within 14 calendar days after the completion of the Settlement Administration
7 proceedings as provided in section 7 of the Settlement Agreement, the Settlement Administrator
8 will serve a written certificate of completion on counsel for the Parties. Within 14 calendar days
9 after receipt of the written certificate of completion, Plaintiff shall submit to the Court a declaration
10 confirming that the Gross PAGA Settlement Amount has been paid and distributed in accordance
11 with the Settlement Agreement and this Order.

12 15. The Settlement Agreement covers Defendant's non-exempt employees in
13 California who are not subject to arbitration under Defendant's Solutions InSTORE Program, and
14 the Release Period for the Released PAGA Claims is January 26, 2020 – November 23, 2023.
15 Within 14 calendar days of entry of this Order, the Parties shall submit to the Court a proposed
16 order that dismisses without prejudice (i) all claims in the Action accruing after November 23,
17 2023 and (ii) all claims in the Action on behalf of Defendant's non-exempt employees in California
18 who are subject to arbitration under Defendant's Solutions InSTORE Program.

19 16. Within 14 calendar days of entry of this Order, the Parties shall submit to the Court
20 a proposed form of judgment attaching a copy of this Order and directing that judgment be entered
21 according to the terms of the Settlement Agreement.

22 17. Without affecting the finality of this Order, the Court retains exclusive and
23 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
24 and enforcing this Order.

25 18. Nothing in this Order or the Settlement Agreement shall be construed as an
26 admission or concession by any party. The Settlement Agreement and this resulting Order simply
27 represent a compromise of disputed allegations.

28 19. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)

1 calendar days of the date of this Order.

2 20. Except as otherwise provided in the Settlement Agreement and this Order, the
3 Parties shall bear their own costs, expenses, and attorney fees incurred in connection with the
4 Action.

5

6 **IT IS SO ORDERED:**

7

8

9 DATED: _____

Honorable Elihu M. Berle
Judge of the Superior Court

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28