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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN PLACER

AYEBAINATON EKINE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

BURBERRY LIMITED, a New York
corporation; and DOES 1 through 100,

Defendants.

CASE NO. S-CV-0045602

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Date: October 28, 2021
Time: 8:30 a.m.
Dept.: 40

Action Filed: September 23, 2020
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Ayebainaton Ekine and Edward Castillo (“Plaintiffs”) for
3 Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable
4 Attorneys’ Fees and Costs, and Enhancement Awards came on regularly for hearing before this
5 Court. Having considered the Settlement Agreement, attached as Exhibit A to the Declaration of
6 Fletcher W. Schmidt in Support of Plaintiffs’ Motion, entered into between Plaintiffs and
7 Defendant Burberry Limited (“Defendant”), and the documents and evidence presented in support
8 thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution,
9 the benefits to be received by the State of California and the Aggrieved Employees pursuant to
10 the Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code
11 § 2699(l) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the
12 product of good faith, arms’-length negotiations between the parties. Good cause appearing
13 therefore, the Court hereby GRANTS Plaintiffs’ Motion for Settlement Approval of Claims
14 Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and
15 Enhancement Awards, and HEREBY ORDERS as follows:

16 1. The “Aggrieved Employees” shall be defined as: “all non-exempt employees who
17 worked for Defendant in California during the period from March 30, 2019 through the date of
18 this Order.”

19 2. The “PAGA Period” means March 30, 2019 through the date of this Order.

20 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
21 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
22 according to its terms.

23 4. The Court orders that Defendant shall pay the Maximum Settlement Amount of
24 \$455,000.00 to the Settlement Administrator within thirty 30 calendar days after the date of this
25 Order.

26 5. The Court hereby approves, as to form and content, the Notice of PAGA
27 Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, which shall
28 be mailed via First-Class U.S. Mail to the Aggrieved Employees in English, along with the

Individual PAGA Payments.

6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

7. Within 21 calendar days of the date this Order is signed, Defendant shall provide the Settlement Administrator with a list of the aggrieved employees' full name, last known mailing address and pay period information, and as needed, Social Security numbers.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and Release of Claims to the Aggrieved Employees within the time limits specified in the Settlement Agreement.

9. The Court finds that attorneys' fees in the amount of \$151,666.67 and reimbursement of litigation costs of \$10,048.09 to Plaintiffs' Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Haines Law Group, APC as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid \$3,350.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$202,451.43 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

12. The Court awards to each Plaintiff a payment of ten thousand dollars and zero cents (\$10,000.00), which shall be paid to each Plaintiff as an enhancement award for their service to the aggrieved employees and the State of California.

13. The court approves the limited scope of the PAGA Released Claims contained in the Settlement Agreement. Following entry of this Final Judgment and Order, Plaintiffs and all Aggrieved Employees shall release Defendant and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors,

1 insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of
2 them, and/or all persons acting on behalf of them, past and present (collectively, the “Releasees”)
3 from any and all claims, demands, rights, liabilities, and causes of action against the Releasees
4 that have or could have been asserted under PAGA based on the allegations and/or claims set
5 forth in the Complaint and any amendments thereto and/or any LWDA PAGA notice letters sent
6 on behalf of Plaintiffs, whether known or unknown, and whether anticipated or unanticipated,
7 that accrued through and including the period from March 30, 2019 through the date on which
8 this Order is signed, including, but not limited to, the alleged failure to: (a) pay minimum wage
9 for all hours worked under Labor Code §§ 1182.12, 1194, 1194.2, and 1197; (b) pay all overtime
10 compensation earned under Labor Code §§ 204, 510, 558, 1194, and 1198; (c) provide meal
11 periods and/or pay meal period premiums at the correct rate under Labor Code §§ 226.7, 512, and
12 558; (d) provide rest periods and/or pay rest period premiums at the correct rate under Labor Code
13 §§ 226.7, 516, and 558; (e) reimburse business expenses under Labor Code §§ 2802 and 2804; (f)
14 furnish accurate, itemized or otherwise compliant wage statements under Labor Code § 226; (g)
15 pay wages earned and unpaid at least twice during each calendar month under Labor Code § 204;
16 and (i) maintain accurate employment records under Labor Code §§ 558, 1174, and 1198, and
17 any alleged violation of any provision of Industrial Welfare Commission Wage Order 7, as well
18 as any other alleged violations of the Labor Code or any other applicable Industrial Welfare
19 Commission Wage Order provisions that could have been asserted based on the allegations and/or
20 claims set forth in the Complaint and any amendments made thereto and/or any LWDA PAGA
21 notice letters sent on behalf of Plaintiffs (“PAGA Released Claims”).

22 14. Upon entry of this Final Judgment and Order, Plaintiffs and the Aggrieved
23 Employees shall release any and all PAGA Released Claims against Defendant and the Releasees,
24 and shall be forever barred from pursuing any and all of the PAGA Released Claims against
25 Defendant and the Releasees. Without affecting the finality of this Final Judgment and Order in
26 any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to
27 enforce the terms of the Settlement Agreement.
28

1 15. Pursuant to Labor Code § 2699(l)(3), Plaintiffs shall submit a copy of this Order
2 to the LWDA within 10 days of entry of this Order.

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2021

6 Honorable Alan V. Pineschi
7 Judge of the Superior Court
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