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Attorneys for Plaintiffs Michael De Grado and La Tasha Shareef

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MICHAEL DE GRADO and LA TASHA
SHAREEF, as aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA"), on
behalf of the State of California and other non-
party Representative Action Members,

Plaintiffs,

vs.

TIFFANY AND COMPANY U.S. SALES,
LLC, a Delaware limited liability company;
TIFFANY AND COMPANY, a New York
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV44847

Assigned to the Hon. Gail Killefer, Dept. 37

**[PROPOSED] ORDER AND JUDGMENT
APPROVING THE PARTIES' PAGA
SETTLEMENT**

1 **ORDER AND JUDGMENT APPROVING THE PARTIES' PAGA SETTLEMENT**

2 The Court has received and considered the application of Plaintiffs Michael De Grado and La
3 Tasha Shareef ("Plaintiffs") and Defendants Tiffany and Company U.S. Sales, LLC ("Tiffany") and
4 Tiffany and Company ("Defendants") (collectively with Plaintiffs, the "Parties") for approval of the
5 Parties' Joint Stipulation of PAGA Representative Action Settlement and Release ("PAGA Settlement
6 Agreement").

7 **GOOD CAUSE** having been shown, the Court hereby approves the Parties' PAGA Settlement
8 Agreement and confirms the release and waiver of claims provided for in Paragraphs 19 and 60-69 of the
9 Parties' PAGA Settlement Agreement, and further rules as follows:

10 1. This Order and Judgment hereby adopts and incorporates by reference the terms and
11 conditions of the PAGA Settlement Agreement, together with the definitions used and contained therein.

12 2. The Court finds that it has jurisdiction over the subject matter of the action and over all
13 Parties to the action, including all Representative Action Members.

14 3. The Court has considered all relevant factors for determining the fairness of the PAGA
15 Settlement Agreement and has concluded that all such factors weigh in favor of approving the PAGA
16 Settlement Agreement. In particular, the Court finds that the settlement was reached following
17 meaningful discovery and investigation conducted by the Parties; that the PAGA Settlement Agreement
18 is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that
19 the penalties obtained are genuine and meaningful.

20 4. Accordingly, the Court hereby approves the settlement as set forth in the PAGA
21 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate
22 and hereby directs implementation of all remaining terms, conditions, and provisions of the PAGA
23 Settlement Agreement.

24 5. The PAGA Settlement Agreement is not an admission by Defendants, nor is this Order
25 and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
26 this Order and Judgment, the PAGA Settlement Agreement, nor any document referred to herein, nor
27 any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as,
28 an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against

Defendants.

6. The Court hereby awards \$206,167 in attorneys' fees and \$31,214.12 in costs to Plaintiffs' Counsel, Capstone Law APC. The Court finds that the litigation costs and expenses were reasonably incurred, and that the requested award of attorneys' fees is reasonable for a contingency fee in a PAGA action such as this.

7. The Court approves settlement administration costs and expenses in the amount of approximately \$10,000 to CPT Group, Inc.

8. The Court approves Service Enhancements of \$2,500 to Plaintiff De Grado, and \$1,000 to Plaintiff Shareef, as compensation for their service on behalf of the State of California and Representative Action Members.

9. This action, including each and every cause of action alleged therein, is hereby DISMISSED WITH PREJUDICE in its entirety, and JUDGMENT IS ENTERED in this matter in accordance with the terms of the Parties' PAGA Settlement Agreement.

10. This Judgment shall be binding on all Representative Action Members and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims, as that term is defined by the PAGA Settlement Agreement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

11. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the Parties for purposes of enforcing the terms of the Judgment and the Joint Stipulation of PAGA Representative Action Settlement and Release pursuant to Code of Civil Procedure section 664.6.

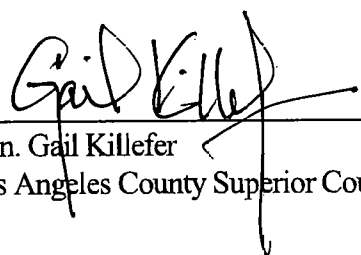
12. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the settlement in accordance with all terms of the Settlement Agreement.

1 13. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this Order
2 and Judgment to the LWDA within 10 days of receipt of this Order and Judgment.

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5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6
7 Date

7/8/2022



Hon. Gail Killefer
Los Angeles County Superior Court Judge