

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Melissa A. Huether, Esq. (SBN 316604)
4 **Lavi & Ebrahimi, LLP**
5 8889 W. Olympic Boulevard, Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 Emails: jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 mhuether@lelawfirm.com

12 Sahag Majarian II, Esq. (SBN 146621)
13 Email: sahagii@aol.com
14 **LAW OFFICES OF SAHAG MAJARIAN II**
15 18250 Ventura Boulevard
16 Tarzana, California 91356
17 Telephone: (818) 609-0807
18 Facsimile: (818) 609-0892

19 Attorneys for Plaintiffs SERGIO MEZA,
20 GABRIEL SORIA, and OMAR ORTEGA,
21 on behalf of themselves and all other current and former
22 aggrieved California-based hourly non-exempt employees

23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

16 SERGIO MEZA, GABRIEL SORIA, and OMAR
17 ORTEGA, on behalf of themselves and all other
18 current and former aggrieved California-based
19 hourly non-exempt employees,

20 Plaintiffs,

21 vs.

22 CALERES, INC.; and DOES 1 to 100, inclusive,

23 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 31 2023

BY


JESSICA MORALES, DEPUTY

Case No.: CIVSB2024256

CLASS ACTION

*[Assigned for all purposes to the Honorable
David Cohn, Dept. S-26]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: May 31, 2023

Time: 10:00 a.m.

Dept: S26

1 The Motion of plaintiffs Sergio Meza, Gabriel Soria, and Omar Ortega ("Plaintiffs") for Final
2 Approval of Class Action and PAGA Settlement and Release came on regularly for hearing before
3 this Court on May 31, 2023 at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court's
4 earlier Order Granting Preliminary Approval of Joint Stipulation of Settlement and Release
5 ("Preliminary Approval Order"). Having considered the parties' Joint Stipulation of Settlement and
6 Release ("Settlement" or "Settlement Agreement") and the documents and evidence presented in
7 support thereof, and recognizing the sharply disputed factual and legal issues involved in this case,
8 the risks of further prosecution, and the substantial benefits to be received by the Participating Class
9 Members and the California Labor Workforce Development Agency ("LWDA") pursuant to the
10 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable,
11 and adequate, and is the product of good faith, arm's length negotiations between the parties. Good
12 cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class
13 Action and PAGA Settlement and HEREBY ORDERS THE FOLLOWING:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Court's
15 Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the
16 Settlement Agreement.

17 2. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:
19 Any and all current and former hourly non-exempt employees of Defendant in California during the
20 Class Period of May 23, 2018 through July 22, 2022.

21 3. Plaintiffs Sergio Meza, Gabriel Soria, and Omar Ortega are hereby confirmed as
22 Class Representatives, and Joseph Lavi, Esq., Vincent Granberry, Esq., and Melissa A. Huether, Esq.
23 of Lavi & Ebrahimian, LLP.; Sahag Majarian II, Esq. of LAW OFFICES OF SAHAG MAJARIAN
24 II; are hereby confirmed as Class Counsel.

25 4. Notice was provided to Class Members as set forth in the Settlement Agreement,
26 which was approved by the Court on November 23, 2022, and the notice process has been completed
27 in conformity with the Court's Orders. The Court finds that said notice was the best notice practicable
28

1 under the circumstances. The Class Notice provided due and adequate notice of the proceedings and
2 matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements
3 of California Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due
4 process.

5 5. The Court finds that zero (0) Settlement Class Members objected to the Settlement,
6 that three (3) Settlement Class Members validly opted out of the Settlement, and that the 99.72%
7 participation rate in the Settlement supports final approval.

8 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
9 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
10 according to its terms.

11 7. For purposes of settlement only, the Court finds that: (a) the members of the Class
12 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
13 questions of law or fact common to the Settlement Class and there is a well-defined community of
14 interest among the Settlement Class Members with respect to the subject matter of the litigation; (c)
15 the claims of the Class Representative are typical of the claims of the members of the Settlement
16 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
17 Class Members; (e) a class action is superior to other available methods for an efficient adjudication
18 of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class
19 Representatives and the Class.

20 8. The Court finds that given the absence of objections, and objections being a
21 prerequisite to appeal, this Order shall be considered final as of the date of notice of entry.

22 9. The Court orders that within 15 calendar days of the Effective Date (as defined in the
23 Settlement Agreement), Defendant shall transmit the amount of \$575,000.00 to Simpluris, Inc. (the
24 "Settlement Administrator"), as provided for in the Settlement Agreement.

25 10. The Court finds that the Individual Settlement Payments, as provided for in the
26 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
27 these payments in conformity with the terms of the Settlement.

1 11. The Court finds that the payment to the LWDA in the amount of \$37,500 for its 75%
2 share of the civil penalties allocated under the Private Attorneys General Act ("PAGA") is fair,
3 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment in
4 conformity with the terms of the Settlement.

5 12. The Court finds that a Class Representative incentive award in the amount of
6 \$6,900.00 to each of the Plaintiffs is appropriate for the risks undertaken and their service to the
7 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
8 Administrator make this payment in conformity with the terms of the Settlement.

9 13. The Court finds that attorneys' fees in the amount of \$191,666.00 and actual litigation
10 costs of \$15,851.33 for Class Counsel are fair, reasonable, and adequate, and orders that the
11 Settlement Administrator distribute these payments to Class Counsel in conformity with the terms
12 of the Settlement.

13 14. The Court orders that the Settlement Administrator shall be paid \$10,528.00 from the
14 Maximum Settlement Amount for all of its work done and to be done until the completion of this
15 matter, and finds that sum appropriate.

16 15. This document shall constitute a final judgment pursuant to California Rule of Court
17 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
18 hearing, the court must make and enter judgment. The judgment must include a provision for the
19 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
20 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The
21 Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

22 16. The 3 individuals who timely and validly opted-out of this Settlement and who will
23 not be bound by this judgment are: David Brambila, Daniel Villasana, and Oscar Rendon.

24 17. Neither defendant Caleres, Inc. ("Defendant") nor any of the Released Parties shall
25 have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge,
26 expense, or liability, except as provided for by the Settlement Agreement.

1 18. Neither the making of the Settlement Agreement nor the entry into the Settlement
2 Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any
3 claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity
5 or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed
6 as an admission or concession by or against Defendant or any related person or entity.

7 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
8 by this Court's Order awarding Class Counsels' award for attorneys' fees and litigation costs.

9 20. By virtue of this Judgment and as of the date Defendant funds the settlement, all
10 Participating Class Members (as defined in the Settlement Agreement), have released and discharged
11 Defendant and each of the Released Parties) from any and all claims, actions or causes of action,
12 suits, debts obligations, damages, rights or liabilities, of whatever kind or nature, whether known or
13 unknown, that have been asserted or could have been asserted based on the facts as alleged in the
14 operative First Amended Complaint arising during the Class Period: including but not limited to
15 failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all
16 hours worked (including off-the clock work), failure to provide meal and rest periods, failure to
17 timely pay wages and final wages, failure to furnish accurate wage statements, failure to pay timely
18 wages during employment, and failure to pay timely wages upon separation or termination of
19 employment ("Released Class Claims"). This Release shall include all claims and theories arising
20 under the California Labor Code, wage orders, and applicable regulations, including Labor Code
21 Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, as well as claims under
22 Business and Professions Code section 17200 et seq., the Industrial Welfare Commission Orders,
23 and/or Labor Code Section 2698 et seq. based on alleged violations of the above Labor Code
24 provisions, as alleged in the operative First Amended Complaint. (collectively, the "Released
25 Claims"). The period of this release shall extend from May 23, 2018 through July 22, 2022.

26 ///

27 ///

1 21. Also, by virtue of this Judgment and as of the date Defendant funds the settlement,
2 Plaintiffs Meza, Soria and Ortega have released, in addition to the Released Claims described above,
3 all claims, whether known or unknown, under federal or state law, against the Released Parties.
4 Plaintiffs understand that this release includes unknown claims and that each is, as a result, waiving
5 all rights and benefits afforded by Section 1542 of the California Civil Code, which provides: "A
6 general release does not extend to claims that the creditor or releasing party does not know or suspect
7 to exist in his or her favor at the time of executing the release and that, if known by him or her, would
8 have materially affected his or her settlement with the debtor or released party."

9 22. As of the date Defendant funds the settlement, this Judgment also bars (i) any and all
10 PAGA Employees, and (ii) the California Labor Workforce and Development Agency, any other
11 agency of the State of California, or any person acting on its behalf, from pursuing all claims,
12 demands, rights, liabilities, and causes of action, suits, debts obligations, damages, rights or liabilities
13 of whatever kind or nature, whether known or unknown, for civil penalties recoverable from any
14 Released Party under the Private Attorneys General Act, Labor Code section 2699 et seq. ("PAGA")
15 that have been asserted or could have been asserted based on (i) the facts as alleged in the operative
16 First Amended Complaint and/or (ii) Plaintiffs' September 3, 2020 and November 9, 2020 letters to
17 the LWDA, arising during the PAGA Period, including but not limited to claims for civil penalties
18 recoverable under PAGA which (a) derive from the foregoing Released Class Claims and/or the
19 factual and/or legal predicates underlying those claims; or (b) in any manner arise out of any of the
20 other facts or legal theories alleged or asserted in the Action (collectively, the "Released PAGA
21 Claims"). The period of this release shall extend from September 3, 2019 through July 22, 2022
22 The res judicata effect of the Judgment will be the same as that of this release.

23 23. The settlement administrator shall file a final report by _____
24 indicating the disbursements were made pursuant to the settlement.

25 ///

26 ///

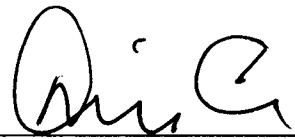
27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

24. A status conference regarding distribution of the settlement funds is set for
5/31/24 at 8:30 a.m./p.m. in Department S26 of the above-
captioned Court

IT IS SO ORDERED.

Dated: 5/31/23


The Honorable David S. Cohn
Judge of the Superior Court