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Attorneys for Plaintiff KEVIN BECERRA,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KEVIN BECERRA, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

HUGO BOSS RETAIL, INC., a Delaware
Corporation; and DOES 1 through 50,
inclusive

Defendants.

Case No. 37-2021-00002933-CU-OE-CTL

Judge: Hon. Ronald F. Frazier

Department: C-65

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT; (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT; AND (3) SETTING
HEARING FOR FINAL APPROVAL**

*[filed concurrently with Plaintiff's Memorandum
of Points and Authorities; Declaration of David
Yeremian; Declaration of Emil Davtyan; and
[Proposed] Order]*

Date: November 19, 2021
Time: 8:30 a.m.
Dept.: C-65

1 **TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 19, 2021 at 8:30 a.m., or as soon thereafter
3 as this matter may be heard, at Department C-65, located at Hall of Justice, 330 W Broadway,
4 San Diego, CA 92101, Plaintiff Kevin Becerra (“Plaintiff”), on behalf of himself and all persons
5 similarly situated, will and hereby moves this Court pursuant to California Code of Civil
6 Procedure § 382 and California Rule of Court 3.769 for an order:

- 7 (1) Preliminarily approving the class action settlement reached between Plaintiff and
8 Defendant Hugo Boss Retail, Inc. (“Defendant”), including granting preliminary
9 approval of the following class: all current and former non-exempt employees of
10 Defendant, who worked in California during the Class Period.” The Class Period is the
11 period from May 21, 2018 through the earlier of the date of preliminary approval of
12 the Settlement Agreement or December 21, 2021;
- 13 (2) Approving the form of Notice of Class Action Settlement and procedure for notice to
14 the class; and
- 15 (3) Setting the final approval hearing.

16 Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed
17 settlement’s allocation of funds to claims made under the Labor Code Private Attorneys General
18 Act of 2004 (“PAGA”).

19 Pursuant to the proposed Joint Stipulation of Class Action and PAGA Settlement and
20 Release Settlement (“Settlement” or “Settlement Agreement”), filed concurrently herewith,
21 Defendant does not oppose the preliminary approval of the class action settlement.

22 Under the terms of the Settlement, the parties have agreed that all claims brought on
23 behalf of the Class Members shall be fully and finally resolved for the total sum of \$350,000
24 (“Gross Fund”) to be paid on a non-reversionary basis. The amount remaining of the Gross Fund
25 after the following deductions have been made (“Net Settlement Amount”) shall be available for
26 distribution to Class Members who do not opt out of the settlement:

- 27 • not more than Seven Thousand and Five Hundred Dollars (\$7,500) to the Class
28 Representative for Service Enhancement Payments;

- not more than One Hundred and Fifteen Thousand and Five Dollars (\$115,500) to Class Counsel for attorneys' fees, and no more than Fifteen Thousand Dollars (\$15,000) in reasonable litigation costs;
- up to \$9,495.00 for the Class Action Administration Costs; and,
- \$25,000.00 for civil penalties under the PAGA, where 75% (\$18,750) will be paid to the LWDA and 25% (\$6,250) will be included in the Net Settlement Amount and distributed to Settlement Class Members).

This Notice of Motion and Motion is based on the fact that this is a fair and reasonable settlement that benefits the class and was the product of informed, non-collusive negotiations by the parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second) (1985) § 30.44. The proposed settlement meets the legal standard for preliminary approval and is in the best interests of the class; the proposed form of notice explains the settlement terms in a clear and straightforward manner; the proposed procedures for notice provide the best practical notice to the class; and that Class Members will have an opportunity to participate in and/or object to the settlement and/or opt-out of the settlement.

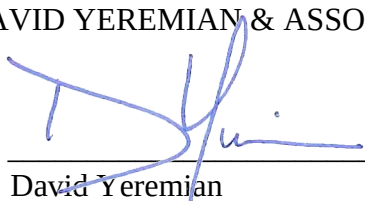
This Notice of Motion and Motion is based on this Notice, and the exhibits thereto (including the Notice to Class Members), the accompanying Memorandum of Points and Authorities, the Declaration of David Yeremian, the pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

Dated: October 27, 2021

Respectfully submitted,

DAVID YEREMIAN & ASSOCIATES, INC.

By


David Yeremian

Attorneys for Plaintiff, Kevin Becerra, on behalf
of himself and others similarly situated