

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

FILED
Clerk of the Superior Court

MAR 16 2023

By K. Chou
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

AMANDA O'NEAL, as an individual, on behalf
of herself, and all persons similarly situated,

Plaintiff,

v.

OLD NAVY, LLC, a Delaware limited liability
company authorized to do business in the state
of California; and Does 1 through 50 inclusive,

Defendants.

Case No.: FCS056125

[Assigned to the Honorable Alesia Jones,
Department 22]

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL**

Date: February 15, 2023
Time: 9:30 a.m.
Dept: 22
Judge: Hon. Alesia Jones

Complaint Filed: February 26, 2021
First Amended Complaint Filed: May 5, 2021
Trial Date: None set

Plaintiff Amanda O'Neal's ("Plaintiff") Motion for Preliminary Approval of Class Action and
PAGA Settlement with Defendant Old Navy, LLC ("Defendant") (collectively, the "Parties") came before
this Court on February 15, 2023. The Court, having considered the Parties' proposed Class Action and
PAGA Settlement Agreement ("Settlement Agreement"), Plaintiff's Motion for Preliminary Approval,
and all papers filed in support thereof, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
the Settlement is fair and reasonable to the class when balanced against the possible risks of further
litigation, including issues relating to class certification, liability, calculating damages, and potential

I
[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL

1 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
2 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
3 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
4 serious, informed, and non-collusive negotiations, which were conducted at arm's-length by experienced
5 counsel and overseen by a third-party neutral.

6 2. This Order Granting Motion for Preliminary Approval ("Order") incorporates by reference
7 all defined terms set forth in the Settlement Agreement, which is attached as Exhibit 1 to the Declaration
8 of Graham S.P. Hollis in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
9 PAGA Settlement, filed on January 12, 2023.

10 3. The Court finds, for settlement purposes only, that the Class meets the requirements for
11 certification under California Code of Civil Procedure section 382. The Court provisionally certifies, for
12 settlement purposes only, the Class, defined as "All current or former non-exempt employees of Defendant
13 who worked at an Old Navy retail store in California at any time between June 14, 2019 and December
14 31, 2022."

15 4. The Class will include all Class Members except those who submit a valid and timely
16 Request for Exclusion in accordance with the requirements set forth in the Notice of Class Action
17 Settlement ("Class Notice") and in the Settlement Agreement.

18 5. Class Members who wish to request exclusion from or object to the Settlement must follow
19 the procedures set forth in the Class Notice and Settlement Agreement.

20 6. The Court approves the appointment of Plaintiff Amanda O'Neal as the Class
21 Representative.

22 7. The Court approves the appointment of Plaintiff's Counsel, Hali M. Anderson, Dawn M.
23 Berry, and Alyssa L. Smith of Graham Hollis APC, as counsel for the Class ("Class Counsel"). Class
24 Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by,
25 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
26 consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class
27 Member's own choosing and at such Class Member's own expense. Any Class Member who does not
28 enter an appearance or appear on his or her own will be represented by Class Counsel.

1 8. The Court preliminarily confirms that the notice of settlement served by Plaintiff on the
2 California Labor and Workforce Development Agency ("LWDA") satisfies the requirements of the
3 Private Attorneys General Act ("PAGA").

4 9. The Court finds that the Settlement of claims under PAGA as reflected in the Settlement
5 Agreement is fair and reasonable and in compliance with all the requirements of California law.

6 10. The Court approves the form and content of the Class Notice, in substantially the form
7 attached to the Settlement Agreement as Exhibit A and finds that the proposed method of disseminating
8 the Class Notice meets all the due process requirements; provides the best notice practicable under the
9 circumstances; constitutes notice that is reasonably calculated, under the circumstances, to apprise Class
10 Members of the pendency of the action and their right to exclude themselves from or object to the proposed
11 Settlement and to appear at the Final Approval Hearing; is reasonable and constitutes due, adequate, and
12 sufficient notice to all Class Members; and meets all applicable requirements under California law, due
13 process, and any other applicable rules or law.

14 11. The Court preliminarily approves the definition and disposition of the Gross Settlement
15 Amount in the amount of \$2,500,000, which is inclusive of (1) all settlement payments to Class Members;
16 (2) Class Counsel's fees of one-third of the Gross Settlement Amount, or \$833,333.33, and actual and
17 documented costs in an amount not to exceed \$50,000; (3) the Administration Expenses Payment,
18 currently projected not to exceed \$75,000; (4) the PAGA Penalties Payment of \$62,500, seventy five
19 percent (75%) of which will be paid to the LWDA (\$46,875) and twenty five percent (25%) will be paid
20 to PAGA Employees (\$15,625); and (5) the Class Representative Payment to Plaintiff in the amount of
21 \$10,000.

22 12. The Court approves the retention of CPT Group, Inc. as the Settlement Administrator, to
23 be paid out of the Gross Settlement Amount, and hereby directs CPT Group, Inc. to provide the approved
24 Class Notice to Class Members and administer the Settlement in accordance with the procedures set forth
25 in the Settlement Agreement and this Order.

26 13. In the event the Settlement does not become effective in accordance with the terms of the
27 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole
28 or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or

1 fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated;
2 the Parties shall have no further obligations under the Settlement; the Parties shall be restored to their
3 respective positions in the action prior to the Settlement; and neither the Settlement Agreement nor any
4 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
5 associated with the mediation) shall be admissible or offered into evidence in the action or any other case
6 or proceeding for any purpose whatsoever.

7 14. The Court hereby imposes a stay on all proceedings, dates, and deadlines in the action,
8 except such proceedings necessary to implement and complete the Settlement, pending the Final Approval
9 Hearing.

10 15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
11 and all dates provided for in the Settlement Agreement without further notice to Class Members, and
12 retains jurisdiction to consider all further applications arising out of or connected with the proposed
13 Settlement.

14 16. The Court orders the following implementation schedule for further proceedings, as
15 provided in the Settlement Agreement:

Event	Deadline
Deadline for Defendant to provide the Settlement Administrator with a confidential list of Class Members, including their names, last known addresses, telephone numbers, Social Security numbers, and the number of Class Period Workweeks and PAGA Pay Periods for each Class Member ("Class Data").	30 calendar days after entry of the Order granting Preliminary Approval. (Settlement Agreement at ¶ 4.2.)
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	21 calendar days after receiving the Class Data from Defendant. (Settlement Agreement at ¶ 7.2.1.)
Deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.	60 calendar days after the mailing of the Class Notice. (Settlement Agreement at ¶¶ 7.3.1, 7.5.2.)
Deadline for the Settlement Administrator to provide declaration of due diligence.	10 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval. (Settlement Agreement at ¶ 7.6.5.)

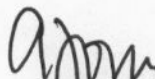
1 Deadline for Class Counsel to file Plaintiff's
2 Motion for Final Approval.

16 court days before the Final Approval Hearing.
(Settlement Agreement at ¶ 10.)

3 17. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class
4 Action and PAGA Settlement on: 8/16/23 at 9:30 a.m./p.m. in Department 22 of this
5 Court.

6 **IT IS SO ORDERED.**

7 Dated: 8-15-23



Honorable Alesia Jones
Judge of the Superior Court

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103