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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SOLANO**

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

20 Plaintiff,

21 v.

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

25 Defendants.

Case No.: FCS056125

[Assigned to Hon. Alesia Jones, Department 22]

CLASS AND REPRESENTATIVE ACTION

**REVISED [PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR AWARD
OF ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE PAYMENT; AND
JUDGMENT**

Date: August 16, 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

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**REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND REQUEST FOR AWARD OF ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE PAYMENT; AND JUDGMENT**

FILED
Superior Court of California,
County of Solano
10/23/2023 at 10:15:07 AM
By: K. Chalk, Deputy Clerk

Received **OCT 20 2023**

Clerk of the Superior Court

By Fax

1 This matter came before the Honorable Alesia Jones in Department 22 of the Superior Court of
2 the State of California, in and for the County of Solano, on August 16, 2023 at 9:30 a.m., on Plaintiff
3 Amanda O'Neil's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement and
4 Request for Award of Attorneys' Fees, Costs, and Class Representative Payment ("Plaintiff's Motion for
5 Final Approval") pursuant to California Rules of Court, Rule 3.769, and Labor Code section 2698 et seq.

6 On March 15, 2023, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action
7 and PAGA Settlement and entered an Order in accordance therewith.

8 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
9 Plaintiff's Motion for Final Approval and good cause appearing, the Court ORDERS as follows:

10 1. This Order shall incorporate the parties' Class Action and PAGA Settlement Agreement
11 ("Settlement Agreement") and to the extent that the terms are defined in the Settlement Agreement, all
12 defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

13 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
14 over Plaintiff, Defendant, the Class Members, and the PAGA Employees (collectively, "Settlement Class
15 Members"), as defined in the Settlement Agreement.

16 3. This Court finds that the applicable requirements of the California Code of Civil Procedure
17 section 382 and California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement
18 Class Members and the Settlement. The Court makes final its earlier provisional certification of the
19 following settlement Class for the purposes of settlement only:

20 All current and former non-exempt employees of Defendant Old Navy,
21 LLC who worked at an Old Navy retail store in California at any time during
the period of June 14, 2019 and December 31, 2022.

22 4. The Court also confirms the following appointments: Plaintiff Amanda O'Neal as the Class
23 Representative; GrahamHollis APC as Class Counsel; and CPT Group, Inc. as the Settlement
24 Administrator.

25 5. The Court finds that the Notice of Class Action Settlement and Hearing Date for Final
26 Court Approval that was approved on March 15, 2023 and transmitted to the Settlement Class Members
27 fully and accurately informed the Settlement Class Members of all material elements of the Settlement,
28 including their opportunity to request exclusion from the Settlement or object to the Settlement

1 (notwithstanding the PAGA portion of the Settlement), was the best notice practicable under the
2 circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and complied fully
3 with the laws of the state of California, the United States Constitution, due process, rule 3.766 of the
4 California Rules of Court, and all other applicable laws.

5 6. Based on the Declaration of Jeremy Romero Regarding Class Notification and Claims
6 Administration, the Court finds that no Settlement Class Members have submitted a valid request for
7 exclusion or objected to the Settlement.

8 7. In accordance with California law, the Court hereby GRANTS final approval of the
9 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
10 Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed,
11 adversarial, and arm's-length negotiations between the parties and that the terms of the Settlement are, in
12 all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence
13 presented, including evidence regarding the strength of Plaintiff's case; the risks, expense, and complexity
14 of claims presented; the likely duration of further litigation; the amount offered in the Settlement; the
15 extent of investigation and discovery completed; and the experience and views of Class Counsel. The
16 Court ORDERS and directs that the Settlement be effectuated in accordance with the Settlement
17 Agreement and the following terms and conditions.

18 8. The Court finds that a full opportunity has been afforded to the Settlement Class Members
19 to participate in the hearing on Plaintiff's Motion for Final Approval, and all Settlement Class Members
20 and other persons wishing to be heard, have been heard. The Settlement Class Members have had a full
21 and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that,
22 pursuant to the Settlement Agreement, and as of the Effective Date, Plaintiff and all Class Members will
23 release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations,
24 demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local,
25 state or federal law arising out of or reasonably related to any facts, transactions, events, policies,
26 occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint,
27 including, but not limited to, claims for (1) failure to timely pay wages at the appropriate rate; (2) failure
28 to timely pay minimum, regular, and overtime wages; (3) failure to provide meal periods and/or timely

1 pay meal period premium pay; (4) failure to provide rest breaks and/or timely pay rest break premium
2 pay; (5) failure to timely pay all wages due upon separation of employment and/or pay waiting time
3 penalties; (6) failure to indemnify and/or reimburse reasonable and necessary business expenses; (7)
4 failure to provide accurate itemized wage statements; (8) failure to maintain accurate records; and (9)
5 unfair business practices ("Released Class Claims"). The period of the Released Class Claims shall extend
6 to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the
7 Released Class Claims.

8 9. The Court further ORDERS that, pursuant to the Settlement Agreement, and as of the
9 Effective Date, Plaintiff and all PAGA Employees will release the Released Parties of all claims pursuant
10 to the Private Attorneys General Act (codified in Labor Code § 2698 et seq.) arising out of or reasonably
11 related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or
12 failures to act pleaded in the Operative Complaint against Defendant and/or the LWDA Notice dated
13 February 10, 2021 (Case No. LWDA-CM-821309-21), including PAGA claims for (1) failure to timely
14 pay wages at the appropriate rate; (2) failure to timely pay minimum, regular, and overtime wages in
15 violation of Labor Code §§ 510, 1194, 1197, and 1198, and IWC Wage Order No. 7-2001, §§ 3 and 4; (3)
16 failure to provide meal periods and/or timely pay meal period premium pay in violation of Labor Code §§
17 226.7, 512, and 1198, and IWC Wage Order No. 7-2001, § 11; (4) failure to provide rest breaks and/or
18 timely pay rest break premium pay in violation of Labor Code §§ 226.7 and 1198, and IWC Wage Order
19 No. 7-2001, § 12; (5) failure to timely pay all wages due upon separation of employment and/or pay
20 waiting time penalties in violation of Labor Code §§ 201, 202, and 203; (6) failure to indemnify and/or
21 reimburse reasonable and necessary business expenses in violation of Labor Code § 2802; (7) failure to
22 provide accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3, and IWC Wage
23 Order No. 7-2001, § 7; and (8) failure to maintain accurate records in violation of Labor Code § 1174 and
24 1174.5, and IWC Wage Order No. 7-2001, § 7 ("Released PAGA Claims"). The period of the Released
25 PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will
26 be the same as that of the Released PAGA Claims.

27 10. It is ORDERED that Settlement Class Members shall be prohibited and permanently
28 enjoined from pursuing in any fashion the Released Class Claims and Released PAGA Claims against the

1 Released Parties.

2 11. Defendant is ORDERED to fund the Gross Settlement Amount of \$2,500,000. Defendant
3 is further ORDERED to deposit the Gross Settlement Amount into a Qualified Settlement Fund with the
4 Settlement Administrator within 14 calendar days after the Effective Date.

5 12. The Settlement Administrator, CPT Group, Inc., is ORDERED to distribute the Gross
6 Settlement Amount in accordance with the Settlement Agreement.

7 13. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
8 Agreement as it relates to the allocation of civil penalties under PAGA. The Court finds that the allocation
9 of \$62,500 in PAGA Penalties for claims under the PAGA is fair, reasonable, and appropriate. The Court
10 GRANTS approval of the allocation of PAGA Penalties in the amount of \$62,500 towards claims under
11 the PAGA.

12 14. The Court ORDERS that \$46,875 (75% of \$62,500) be allocated to the LWDA PAGA
13 Payment, and paid to the California Labor and Workforce Development Agency ("LWDA"), as required
14 by statute.

15 15. The Court ORDERS that \$15,625 (25% of \$62,500) be allocated to the Net Settlement
16 Amount for distribution to PAGA Employees who worked during the PAGA Period, as defined by the
17 Settlement Agreement.

18 16. The Court ORDERS that the amount remaining in the Net Settlement Amount, estimated
19 to be \$1,767,022.70, be issued to the Settlement Class Members based on the number of workweeks
20 worked during the Class Period, as defined by the Settlement Agreement.

21 17. The Court finds that a Class Representative Payment in the amount of \$7,500 to named
22 Plaintiff Amanda O'Neal is fair and reasonable for the work performed and the risks associated with
23 bringing this Action. The Court awards and thus ORDERS that the Settlement Administrator issue a Class
24 Representative Payment to Plaintiff in the amount of \$7,500. The Class Representative Payment is in
25 addition to any payment Plaintiff is entitled to under the Settlement.

26 18. The Court finds that a Class Counsel Fees Payment in the amount of \$625,000 falls within
27 the range of reasonableness and the result achieved justifies the award sought. The Court awards and
28 therefore ORDERS that the Settlement Administrator issue Class Counsel Fees Payment in the amount of

1 \$625,000 to GrahamHollis APC.

2 19. The Court finds that Class Counsel's request for actual and documented litigation costs
3 incurred in the amount of \$46,102.30 falls within the range of reasonableness and the result achieved
4 justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue
5 Class Counsel Expenses Payment for actual and documented litigation costs incurred in the amount of
6 \$46,102.30 to GrahamHollis APC.

7 20. The Court finds that the request for Administration Expenses Payment in the amount of
8 \$75,000 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Settlement
9 Administrator issue payment for Administration Expenses Payment to CPT Group, Inc. in the amount of
10 \$75,000.

11 21. Plaintiff's Motion for Final Approval is GRANTED.

12 22. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
13 exclusive and continuing jurisdiction over this action and the parties for the purposes of: (a) supervising
14 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
15 Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this
16 Settlement.

17 23. The Court sets a compliance hearing regarding the distribution of the Gross Settlement
18 Amount for February 26, 2024 at 1:30 p.m. in Department 7 of the Solano County Superior Court. At least
19 10 calendar days before the hearing, Class Counsel and the Settlement Administrator shall submit a
20 summary accounting of the Net Settlement Fund identifying distributions made as ordered herein, the
21 number and value of any uncashed checks, the status of the redistributed funds, the status of any
22 unresolved issues, and any other matters appropriate to bring to the Court's attention. Counsel may appear
23 at the compliance hearing remotely.

24 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

25
26 Dated: 10/20/2023



Honorable Alesia Jones
Judge of the Superior Court