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Attorneys for Plaintiffs Jonathan Garcia and Oscar Mendoza

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JONATHAN GARCIA and OSCAR
 MENDOZA, individually, and on behalf of
 all other aggrieved employees, and the
 general public

Plaintiffs,

vs.

BARNEY'S COLLEGE, INC., a California
 corporation; BARNEY'S PIEDMONT, INC.,
 a California Corporation; BARNEY'S SAN
 FRANCISCO, INC., a California corporation;
 BARNEY'S SAN VICENTE, INC., a
 California corporation; BARNEY'S
 SOLANO, INC., a California corporation;
 BARNEYS BRENTWOOD, INC., a
 California corporation; BARNEYS
 SHATTUCK, INCORPORATED, a
 California corporation; BARNEY'S
 STEINER, LLC, a California limited liability
 company; and DOES 1 through 25, inclusive

Defendants.

Case No.: RG21113350

Assigned to the Hon. Tara Desautels

**~~[AMENDED PROPOSED]~~ ORDER AND
 JUDGMENT GRANTING MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT AND MOTION FOR
 ATTORNEYS' FEES, COSTS AND
 EXPENSES, AND CLASS
 REPRESENTATIVE ENHANCEMENT
 PAYMENTS**

Date: June 7, 2023

Time: 2:30 p.m.

Place: Department 16

Complaint Filed: September 21, 2021

FILED
 Superior Court of California
 County of Alameda

06/12/2023

Clad Fluke, Executive Officer / Clerk of the Court

By:  Deputy
 T. Smith

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1 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
9 which the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendants or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
20 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendants or any of the other Released Parties.

24 10. Final approval shall be with respect to: All persons who worked for Defendants in non-
25 exempt positions in the State of California at any time during the period from September 21, 2017 to
26 December 1, 2022.

27 11. Plaintiffs Jonathan Garcia and Oscar Mendoza are adequate and suitable representatives
28 and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that

1 Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous
2 advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

3 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
4 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
5 all claims arising out of their employment with Defendants.

6 13. The Court finds that the attorneys at Capstone Law APC and Boyamian Law, Inc. have
7 the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement
8 Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to
9 the position of Class Counsel, and hereby appoints Capstone Law APC and Boyamian Law, Inc. as
10 counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards \$172,500 in attorneys' fees and \$13,067.54 in costs and
16 expenses to Capstone Law APC and Boyamian Law, Inc. The Court finds that the requested award of
17 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
18 common fund created by the settlement. Counsel have also established the reasonableness of the
19 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours
20 billed, and risk multiplier are fair and reasonable. The award of attorneys' fees and costs will be divided
21 as follows: (i) \$51,750.00 in attorneys' fees and \$2,614.24 in litigation costs to Capstone Law APC; and
22 (ii) \$120,750.00 in attorneys' fees and \$10,453.30 in litigation costs to Boyamian Law, Inc. The Court
23 ORDERS that 10% of the attorneys' fee award to be kept in the administrator's trust fund until the
24 completion of the distribution process and Court approval of a final accounting.

25 16. The Court approves settlement administration costs and expenses in the amount of
26 \$11,500 to Phoenix Class Action Administration Solutions.

27 17. All Class Members were given a full and fair opportunity to participate in the Approval
28 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the

1 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
2 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
3 shall be forever binding on all Participating Class Members. These Participating Class Members have
4 released and forever discharged the Released Parties for any and all Released Class Claims:

5 All claims, rights, demands, liabilities, and causes of action arising from, or related
6 to, the same set of operative facts as those set forth in the operative complaint
7 during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims
8 for meal and rest break violations; (c) all claims for unpaid minimum wages; (d)
9 all claims for the failure to reimburse for necessary business expenses; (e) all
10 claims for reporting time violations; (f) all claims for split-shift violations; (g) all
11 claims for the failure to timely pay wages upon termination based on the preceding
12 claims; (h) all claims for the failure to timely pay wages during employment based
on the preceding claims; (i) all claims for wage statement violations based on the
preceding claims; (j) all known and unknown claims arising under California
Labor Code sections 200, 201, 202, 203, 204, 206.5, 226, 226.7, 450, 510, 512,
516, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2698-2699.5, 2802; (k) the
corresponding sections of the IWC Wage Order 4 and 5; (l) the California Unfair
Competition Law, Business and Professions Code section 17200 *et seq.* based on
the preceding claims; and (m) the Released PAGA Claims.

13 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
14 the Released Parties for any and all Released PAGA Claims: All claims for civil penalties under
15 California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based
16 on the facts alleged in Plaintiffs' LWDA letter during the PAGA Period.

17 19. Judgment in this matter is entered in accordance with the above findings.

18 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
19 continuing jurisdiction over the above-captioned action and the parties, including all Participating
20 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

21 21. The Court sets a compliance hearing for October 6, 2023 at 9:00 am, at which time the
22 Court will consider evidence that the distribution process is complete and that a final accounting may be
23 approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion
24 of settlement administration activities no later than September 13, 2023, as well as an amended judgment
25 re cy pres distribution.

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

27 Dated: 06/12/2023



Hon. Tara Desautels
Alameda County Superior Court Judge

Page 5 **Tara Desautels / Judge**

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067.

5 On **June 9, 2023**, I served the document described as **[AMENDED PROPOSED]**
6 **ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF**
7 **CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS**
8 **AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS** on
9 the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓]
10 to interested parties as follows [or] [] as stated on the attached service list:

11 Michael D. Abraham
12 mabraham@bzbm.com
13 Ronnie Shou
14 rshou@bzbm.com
15 BARTKO ZANKEL BUNZEL & MILLER
16 One Embarcadero Center, Suite 800
17 San Francisco, CA 94111

Attorneys for Defendants
BARNEY'S COLLEGE, INC., et al

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22 BOYAMIAN LAW, INC.
23 550 N Brand Blvd 15th Floor
24 Glendale, California 91203

Attorneys for Plaintiff
JONATHAN GARCIA and OSCAR
MENDOZA

25 [] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
26 California, by e-mail delivery on the parties listed herein at their most recent known e-
27 mail address or e-mail of record in this action.

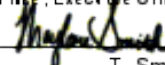
28 [✓] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
electronically via One Legal to the individuals listed above, as they exist on that
database. This will constitute service of the document(s).

[] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of
collection and processing correspondence for overnight delivery. Under that practice,
overnight packages are enclosed in a sealed envelope with a packing slip attached
thereto fully prepaid. The packages are picked up by the carrier at our offices or
delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on **June 9, 2023**, at Los Angeles, California.

29 Sophia Flores
30 Type/Print Name

31 
32 Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/26/2023
PLAINTIFF/PETITIONER: Jonathan Garcia et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Barney's College, Inc. et al	
CERTIFICATE OF MAILING	CASE NUMBER: RG21113350

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

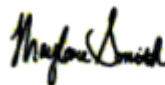
Michael David Abraham
Bartko, Zankel, Bunzel & Miller
1 Embarcadero Center Ste 800
San Francisco, CA 94111

Michael H. Boyamain
Law Offices of Thomas W. Falvey
550 N. Brand Boulevard
Suite 1500
Glendale, CA 91203-

Dated: 06/26/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Smith, Deputy Clerk

CERTIFICATE OF MAILING