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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MACKENSIE BIDDLE, JESSA
NALUZ, EVANGELINE D. GASTON,
individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

C & J CLARK RETAIL, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 8:24-cv-01131-JWH-ADS

Honorable John W. Holcomb
Courtroom 9D

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 25, 2025
Time: 9:00 a.m.
Courtroom: 9D

1 This matter has come before the above-entitled Court on Plaintiffs
2 Mackensie Biddle, Evangeline D. Gaston, and Jessa Naluz's ("Plaintiffs") Motion
3 for Preliminary Approval of Class Action Settlement ("Motion"). Having
4 considered the Motion, Memorandum of Points and Authorities in Support
5 Thereof, and declarations submitted in support of the Motion, including the Joint
6 Stipulation of Class and Representative Action Settlement and Release
7 ("Settlement," "Agreement," or "Settlement Agreement") entered into by and
8 between Plaintiffs and Defendant C & J Clark Retail, Inc. ("Defendant"), and the
9 Notice of Class and Representative Action Settlement ("Notice Packet"), and
10 **GOOD CAUSE** appearing, **IT IS ORDERED** that the Motion is **GRANTED**,
11 subject to the following findings and orders:

12 1. This Order incorporates by reference the definitions in the Settlement
13 Agreement, and all terms defined therein shall have the same meaning in this
14 Order as set forth in the Settlement Agreement.

15 2. The Court grants preliminary approval of the Settlement Agreement
16 attached as "**EXHIBIT 1**" to the Corrected Declaration of Helene Mayer in
17 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
18 This is based on the Court's determination that the Settlement falls within the
19 range of possible approval as fair, adequate, and reasonable.

20 3. It appears to the Court on a preliminary basis that the Settlement is
21 fair, adequate, and reasonable. It appears to the Court that extensive and costly
22 investigation and research have been conducted such that counsel for the parties, at
23 this time, are able to reasonably evaluate their respective positions. It further
24 appears to the Court that the Settlement, at this time, will avoid substantial
25 additional costs by all parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the case. It further appears that the
27 Settlement has been reached as the result of intensive, serious, and non-collusive
28 arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, which provides for
2 a Maximum Settlement Amount of Three Million Two Hundred Fifty Thousand
3 Dollars and Zero Cents (\$3,250,000.00), appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this
5 Court. The Maximum Settlement Amount includes all Individual Settlement
6 Payments, Individual PAGA Payments, Settlement Administration Costs,
7 Attorneys' Fees and Costs, Class Representative Enhancement Payments, and the
8 LWDA Payment. The Court has reviewed the monetary recovery that is being
9 granted as part of the Settlement and preliminarily finds that the contemplated
10 monetary settlement payments to Class Members and PAGA Aggrieved
11 Employees are fair, adequate, and reasonable when balanced against the probable
12 outcome of further litigation relating to certification, manageability, liability, and
13 damages issues.

14 5. For settlement purposes only, the Court hereby conditionally certifies
15 the following Class:

16 All current and former hourly-paid or non-exempt employees of
17 Defendant who worked in the State of California at any time during
18 the period from July 16, 2015 through April 14, 2022.

19 6. The Court concludes that, for settlement purposes only, the proposed
20 Class meets the requirements for certification under section 23 of the Federal Rules
21 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
22 joinder of all members of the Class is impracticable; (b) common questions of law
23 and fact predominate, and there is a well-defined community of interest amongst
24 the members of the Class with respect to the subject matter of the litigation; (c)
25 Plaintiffs' claims are typical of the claims of the members of the Class; (d)
26 Plaintiffs will fairly and adequately protect the interests of the members of the
27 Class; (e) a class action is superior to other available methods for the efficient
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1 adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel
2 for Plaintiffs in their individual capacity and as the representatives of the Class.

3 7. The Court finds that Plaintiffs Mackensie Biddle, Evangeline D.
4 Gaston, and Jessa Naluz are suitable representatives for the Class and hereby
5 preliminarily appoints them as representatives for the Class conditionally certified
6 by this Order.

7 8. The Court hereby appoints the law firms Lawyers *for* Justice, PC and
8 Bibiyan Law Group, P.C. (“Class Counsel”) as counsel for the Class, pursuant to
9 Federal Rules of Civil Procedure 23(g). The Court finds that Class Counsel have
10 demonstrable experience litigating, certifying, and settling class actions, and will
11 serve as adequate counsel for the Class conditionally certified by this Order. Class
12 Counsel are authorized to act on behalf of Class Members with respect to all acts
13 or consents required by, or which may be given pursuant to, the Settlement, and
14 such other acts reasonably necessary to consummate the Settlement. Any Class
15 Member may enter an appearance through counsel of such individual’s own
16 choosing and at such individual’s own expense. Any Class Member who does not
17 enter an appearance or appear on his or her own will be represented by Class
18 Counsel.

19 9. The Court hereby appoints Simpluris, Inc. as the Settlement
20 Administrator to administer the Settlement pursuant to the terms of the Settlement
21 Agreement.

22 10. Pursuant to California Labor Code section 2699(l), the Court has
23 reviewed and hereby approves the sum of Two Hundred Sixty-Nine Thousand
24 Dollars and Zero Cents (\$269,000.00) of the Maximum Settlement Amount to be
25 allocated to civil penalties for resolution of the claim pursuant to the Private
26 Attorneys General Act (“PAGA Allocation”). The Court approves payment of
27 seventy-five percent (75%) of the PAGA Allocation, or Two Hundred One
28 Thousand Seven Hundred and Fifty Dollars (\$201,750.00), to the Labor and

1 Workforce Development Agency (“LWDA Payment”) and payment of twenty-five
2 percent (25%) of the PAGA Allocation, or Sixty-Seven Thousand Two Hundred
3 and Fifty Dollars (\$67,250.00) to all current and former hourly-paid or non-exempt
4 employees of Defendant who worked in the State of California at any time during
5 the period from June 11, 2018 through April 14, 2022 (“PAGA Aggrieved
6 Employees”).

7 11. The Court hereby approves, as to form and content, the Notice of
8 Class and Representative Action Settlement attached as “**EXHIBIT A**” to the
9 Settlement Agreement for distribution to the Class Members. The Class Notice
10 shall be provided to Class Members in the manner set forth in the Settlement
11 Agreement.

12 12. The Court finds that the proposed plan for distribution of the Class
13 Notice substantially in the manner and form as set forth in the Settlement
14 Agreement and this Order meets the requirements of Federal Rule of Civil
15 Procedure 23(e) and due process, is the best notice practicable under the
16 circumstances, and shall constitute due and sufficient notice to all persons entitled
17 thereto. The Court further finds that the Class Notice appears to fully and
18 accurately inform the Class Members of all material elements of the Settlement, of
19 Class Members’ right to be excluded from the Settlement by submitting a Request
20 for Exclusion, of Class Members’ right to dispute the number of Workweeks
21 credited to each of them by submitting a Workweeks Dispute, and of each
22 Settlement Class Member’s right and opportunity to object to the Settlement by
23 sending a written Notice of Objection to the Settlement Administrator or appearing
24 at the Final Approval Hearing with or without submitting a written objection to the
25 Settlement.

26 13. Within sixty (60) calendar days from the date of this Order, Defendant
27 shall provide the Settlement Administrator with the Class List, as outlined in the
28 Settlement Agreement. Within fourteen (14) calendar days of receipt of the Class

1 List from Defendant, the Settlement Administrator shall send the Class Notice to
2 each Class Member via First-Class U.S. Mail to his or her most current, known
3 address.

4 14. Prior to the initial mailing, the Settlement Administrator shall perform
5 a search using the National Change of Address Database and update the Class Data
6 with any known or identifiable address changes.

7 15. The Court preliminarily approves the proposed procedure for
8 requesting exclusion from the Class Settlement. A Class Member who wishes to
9 request exclusion from or opt out of the Class Settlement must do so by submitting
10 a written letter ("Request for Exclusion") to the Settlement Administrator, by mail,
11 postmarked on or before the date that is forty-five (45) calendar days from the
12 initial mailing of the Class Notice ("Response Deadline"). The Request for
13 Exclusion, which must: (a) contain the case name and number of the Action; (b)
14 contain the full name, signature, address, telephone number, and last four (4) digits
15 of the Social Security Number of the Class Member requesting exclusion; (c)
16 clearly state that the Class Member does not wish to be included in the Class
17 Settlement; and (d) be submitted by mail to the Settlement Administrator at the
18 specified address, postmarked on or before the Response Deadline. If the Court
19 grants final approval of the Settlement, any such Class Member who chooses to be
20 excluded from the Class Settlement will not be entitled to receive an Individual
21 Settlement Payment and will not be bound by the Class Settlement or have any
22 right to object, appeal, or comment thereon; however, PAGA Aggrieved
23 Employees will be issued an Individual PAGA Payment and will be bound by the
24 PAGA Settlement.

25 16. The Court preliminarily approves the proposed procedure for
26 objecting to the Class Settlement. Only Settlement Class Members (i.e., Class
27 Members who do not submit a valid and timely Request for Exclusion) may object
28 to the Class Settlement by submitting a written statement of objection ("Notice of

1 Objection” or “Objection”) to the Settlement Administrator on or before the
2 Response Deadline. A Notice of Objection must: (a) contain the case name and
3 number of the Action; (b) contain the objector’s full name, signature, address,
4 telephone number, and last four (4) digits of Social Security number; (c) contain a
5 written statement of all grounds for objection, accompanied by any legal support
6 for such objection; (d) contain copies of any papers, briefs, or other documents
7 upon which the objection is based; and (e) be submitted by mail to the Settlement
8 Administrator at the specified address, postmarked on or before the Response
9 Deadline.

10 17. A Final Approval Hearing is set before the Honorable John W.
11 Holcomb in Courtroom 9D of the United States District Court for the Central
12 District of California located at the Ronald Reagan Federal Building and U.S.
13 Courthouse, 411 W. 4th Street, Santa Ana, California 92701, on
14 _____, at _____, to determine all
15 necessary matters concerning the Settlement, including: whether the Settlement of
16 the Action on the terms and conditions provided for in the Settlement is fair,
17 adequate, and reasonable, and should be finally approved by the Court; whether a
18 judgment, as provided in the Settlement, should be entered herein; whether the
19 plan of allocation contained in the Settlement should be approved as fair, adequate,
20 and reasonable to the Class Members; and to finally approve the requests and
21 allocations for the Class Representative Enhancement Payments, Attorneys’ Fees
22 and Costs, and Settlement Administration Costs.

23 18. Class counsel shall file a motion for final approval of the Settlement,
24 along with the appropriate declarations and supporting evidence, including the
25 Settlement Administrator’s declaration, no later than 28 calendar days prior to
26 Final Approval Hearing.

1 19. As of the date this Order is signed, all dates and deadlines associated
2 with the Action shall be stayed, other than those contemplated herein and in the
3 Settlement Agreement and pertaining to the administration of the Settlement.

4 20. The Court reserves the right to adjourn or continue the date of the
5 Final Approval Hearing and all dates provided for in the Settlement Agreement
6 without further notice to Class Members and retains jurisdiction to consider all
7 further applications arising out of or connected with the Settlement.

8 **IT IS SO ORDERED.**

9
10 DATE: _____

Honorable John W. Holcomb
Judge of the United States District Court