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6 Attorneys for Plaintiff and the Proposed Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 07 2023

BY Alfie Cervantes
ALFIE CERVANTES, DEPUTY

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 VICKI FLORES, an individual, on behalf of
12 the State of California, as a private attorney
13 general,

14 **PLAINTIFF,**

15 v.

16 HERITAGE BAG COMPANY; and DOES 1
thru 50, inclusive,

17 **DEFENDANTS.**

CASE NO. CIVDS2023373

[Case Assigned for All Purposes to Hon.
David Cohn in Dept. 2-26]

**[AMENDED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: August 2, 2022
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: October 20, 2020
Trial Date: None Set



1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff VICKI FLORES
3 (“Plaintiff”) against Defendant HERITAGE BAG COMPANY (“Defendant”). The Motion for
4 Final Approval of Class Action Settlement came before this Court on August 2, 2022.

5 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
6 Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”) on March 23,
7 2022.

8 **WHEREAS**, Plaintiff VICKI FLORES has applied to the Court for an order granting final
9 approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
12 Court has read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement;
13 Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Ari J. Stiller,
14 Vicki Flores, and Nicole Bench of ILYM Group; and the supporting documents annexed thereto.

15 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
16 **ADJUDGED, AND DECREED:**

17 1. The Court has personal jurisdiction over all Settlement Class Members and that the
18 Court has subject matter jurisdiction to approve the Settlement;

19 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
20 in compliance with California Code of Civil Procedure, the California and United States
21 Constitutions (including the due process clauses), the California Rules of Court and any other
22 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
23 finally approved in all respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Settlement Agreement according to its terms and provisions.

26 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
27 Members, except those who timely and properly filed Requests for Exclusions, as well as their
28 heirs, executors, and administrators, successors, and assigns.

1 5. There were no requests for exclusion.

2 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
3 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
4 questions of law and fact involved because in the context of the Settlement: (i) there are questions
5 of law and fact common to the Class Members which, as to the Settlement and all related matters,
6 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
7 the Class members; and (iii) in negotiating, entering into and implementing the Settlement,
8 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
9 of the Class Members.

10 7. The Court finds that the Notice and notice methodology implemented pursuant to
11 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
12 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
13 Action, their right to object to or exclude themselves from the proposed Settlement and their right
14 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
15 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
16 of the California Code of Civil Procedure, the California and United States Constitution (including
17 the Due Process Clause), the California Rules of Court and any other applicable law.

18 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all
19 hourly paid, non-exempt persons employed by Defendant in the State of California during the
20 Settlement Period."

21 9. The PAGA Settlement Group is hereby made final. The PAGA Settlement Group
22 is defined as: "all hourly paid, non-exempt persons employed by Defendant in the State of
23 California during the PAGA Settlement Period."

24 10. The "Settlement Period" is October 20, 2016 through December 31, 2021.

25 11. The "PAGA Settlement Period" is August 12, 2020 through December 31, 2021.

26 12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
27 Plaintiff and the Participating Settlement Class Members shall release Defendant and any of its
28 former and present parents, subsidiaries, affiliates, officers, directors, employees, partners,

shareholders, attorneys, agents, successors, assigns, or legal representatives of all claims brought or that could have been brought in the Action based on the facts and theories alleged therein, including but not limited to claims under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 2802 as well as California Business and Professions Code Section 17200, for the Settlement Period.

13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement, Plaintiff and the PAGA Settlement Group shall release, for the PAGA Settlement Period, all wage and hour claims for civil penalties brought or that could have been brought against Defendant in the Action based on the facts and theories alleged therein, including but not limited to claims under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 2802. The PAGA Settlement Group may not opt out of this release.

14. The Gross Settlement Fund is four hundred seventy-five thousand dollars and zero cents (\$475,000.00). The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement.

15. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

17. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Gross Settlement Fund, \$158,333.33 shall be paid for attorney fees and \$10,760.34 shall be paid for litigation costs.

18. The unopposed application of Class Counsel for an Incentive Award is hereby granted. Of the Gross Settlement Fund, a \$5,000.00 Incentive Award shall be allocated to Named Plaintiff Vicki Flores.

19. The unopposed application of Class Counsel for claims administration fees to ILYM Group is hereby granted. Of the Gross Settlement Fund, \$15,000.00 shall be paid for

1 settlement administration fees.

2 20. The Court approves the PAGA Penalties in the amount of \$30,000.00. The Court
3 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$22,500.00.
4 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$7,500.00
5 shall be allocated to the PAGA Settlement Group according to the terms of the Settlement
6 Agreement.

7 21. If a Settlement Class Member does not cash his or her settlement check within 180
8 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit
9 Bet Tzedek Legal Services pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court has
10 reviewed the Declaration of Nicole Bench of March 30, 2023 stating that \$13,043.49, remains
11 uncashed after the March 11, 2023, check cashing deadline date. The Court hereby approves that
12 amount to be remitted to Bet Tzedek Legal Services as the cy pres designee.

13 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
14 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
15 Agreement.

16 23. The Parties are authorized, without further approval from the Court, to agree to and
17 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
18 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
19 Settlement Class Members under the Stipulation.

20 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
21 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
22 as the administration and enforcement of the terms of the Settlement of this action to enforce the
23 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
24 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
25 administration and enforcement of the Settlement. Any disputes or controversies arising with
26 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
27 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
28 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms

1 of the Settlement Agreement.

2 25. This Final Order shall constitute a final judgment.

3 26. The Court hereby dismisses the action (including all individual claims and Released
4 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
5 the Settlement Agreement.

6
7 DATED: APR 07 2023

Janet M. Tranter for
JUDGE OF THE SUPERIOR COURT

Michelle Tanzer

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, April 4, 2023 10:16 AM
To: Michelle Tanzer
Subject: Thank you for your Proposed Settlement Submission

External Email!

04/04/2023 10:16:02 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Cmichelle%40kingsleykingsley.com%7Cfd8ef2dba5224b0a0d8208db3530516c%7C121a7875ddeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638162253874201936%7CUnknown%7CTWFPbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=9huV7UokP32Yt84lr28YgND2tM%2B3TbyVTr1MBV1mZTM%3D&reserved=0

.GOV

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 841204-21

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
Search for PAGA Case number

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing) _____

Your First Name *

Ari

Your Last Name *

Stiller

Your Email Address *

mtanzer@kingsleykingsley

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Court and Hearing Information

Court *

San Bernardino

Court Case Number *

CIVDS2023373

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

459

Gross settlement amount *

475,000

Gross penalty amount *

30,000

Penalties to LWDA *

22,500

Date of proposed settlement *

12/01/2021

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

Dec Re Disbu...ent Funds.pdf

Other Attachment (if any)

Choose File

Amended Fin... Judgment.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 4, 2023, I served all interested parties in this action the following documents described as: **[AMENDED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Lonnie D. Giamela
Anet Drapalski
lgiamela@fisherphillips.com
adrapalski@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

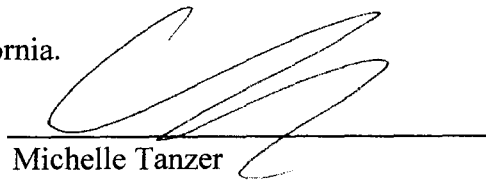
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 4, 2023, at Encino, California.


Michelle Tanzer