

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MARIANO GAGLIARDI, individually and on
behalf of all similarly situated employees,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC., a Delaware
corporation doing business in California and
DOES 1-100,

Defendants.

Lead Case No. CVRI2103581;
CVRI2200840

**[PROPOSED] FINAL JUDGMENT AND
ORDER**

Case No. CVRI2103581
Complaint Filed: August 3, 2021
FAC Filed: October 6, 2021

Trial Date: None Set

ANGELICA ROMERO, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2200840
Complaint Filed: March 1, 2022
FAC Filed: June 10, 2022

Trial Date: None Set

FINAL JUDGMENT AND ORDER

**[PROPOSED] FINAL
JUDGMENT AND
ORDER**

1 This matter having come before the Court for hearing pursuant to the Order of this Court
2 dated July 12, 2024 and filed July 16, 2024, for final approval of the settlement set forth in the
3 Stipulation for Settlement of Class and Representative Action Claims ("Stipulation" or
4 "Settlement"). The Amended Stipulation was filed on June 20, 2024 and was attached to the
5 Declaration of Adam Rose.

6
7 Due and adequate notice having been given to the Class Members as required in said
8 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed of the premises and good cause appearing therefore, it is

10
11 ORDERED, ADJUDGED AND DECREED THAT:

- 12
13 1. All terms used herein shall have the same meaning as defined in the Stipulation.
14
15 2. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including all Participating Class Members and Aggrieved Employees.
17
18 3. Distribution of the Notice directed to the Class Members as set forth in the
19 Stipulation and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and was the best notice practicable under the circumstances.
22 This Notice provided due and adequate notice of the proceedings and of the matters set forth
23 therein, including the proposed settlement set forth in the Stipulation, to all persons entitled to
24 such Notice, and the Notice fully satisfied the requirements of due process. A full opportunity has
25 been afforded to the Class to participate in the Final Approval Hearing, and all Class Members and
26 other persons wishing to be heard have been heard. The Class Members also have had a full and
27 fair opportunity to exclude themselves from the settlement. Accordingly, the Court determines that
28 all Class Members who did not submit a timely and valid request for exclusion from the settlement

1 to the Settlement Administrator are bound by this Order. Two (2) Class Members objected to the
2 Settlement. Zero (0) Class Members opted out of the Settlement.

3
4 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
5 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
6 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
7 result of intensive, serious and non-collusive arms'-length negotiations; that the Parties have
8 conducted extensive and costly investigation and research and counsel for the Parties are able to
9 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
10 substantial costs, as well as avoid the delay and risks that would be presented by the further
11 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
12 as part of the Settlement and recognizes the significant value to the Class of that monetary
13 recovery. The Court finds that the Class is properly certified as a class for settlement purposes
14 only.

15
16 5. For purposes of this Judgment, the term "Class" means "All hourly, non-exempt
17 Polo Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in
18 California during the Class Period who did not sign an electronic arbitration agreement." The
19 "Class Period" shall be the time period beginning on December 20, 2020, and ending on July 8,
20 2023.

21
22 6. As of the Effective Date, each and every Released Claim of each and every
23 Participating Class Member is and shall be deemed to be conclusively released as against the
24 Released Parties for the Class Period.

25
26 7. The Court hereby confirms Named Plaintiffs Mariano Gagliardi and Angelica
27 Romero as the class representatives in these Actions. The Court hereby confirms Robert Starr,
28 Manny Starr, and Adam Rose of Frontier Law Center; and Larry W. Lee, Max Gavron, and Mai

1 Tulyathan of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group; as Class
2 Counsel in these Actions.

3
4 8. The Final Judgment shall bind each Participating Class Member (including Named
5 Plaintiffs) and shall operate as a full release and discharge of the Released Claims. The Final
6 Judgement shall also bind the Named Plaintiffs and State of California and operate as a full release
7 and discharge of the Released PAGA Claims. The Parties agree that the Released Claims shall
8 have full *res judicata* effect as to claims arising from the facts and/or theories outlined above
9 under federal law for all Participating Class Members as described in *Rangel v. PLS Check*
10 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that Class
11 Member endorses and cashes his or her settlement check, unless a later court determines
12 otherwise.

13
14 9. The Stipulation and Settlement is not an admission by Defendant or any of the
15 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Actions
16 or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment,
17 the Stipulation, nor any document referred to herein, nor any action taken to carry out the
18 Stipulation is, may be construed as, or may be used as an admission by or against Defendant or
19 any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering
20 into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
21 not in any event be construed as, or deemed to be evidence of, an admission or concession with
22 regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be
23 offered in evidence in any action or proceeding against Defendant or any of the Released Parties in
24 any court, administrative agency or other tribunal for any purpose whatsoever other than to
25 enforce the provisions of this Judgment, the Stipulation, or any related agreement or release.
26 Notwithstanding these restrictions, any of the Released Parties may file in the Actions or in any
27 other proceeding the Judgment, Stipulation, or any other papers and records on file in the Actions

1 as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or
2 other theory of claim or issue preclusion or similar defense as to the Released Claims.

3
4 10. Without affecting the finality of this Judgment in any way, this Court hereby
5 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
6 Settlement and all orders and judgments entered in connection therewith.

7
8 11. The Court hereby awards Class Counsel attorneys' fees ("Fees Award") in the
9 amount of \$125,000.00 and costs ("Costs Award") in the amount of \$125,000.00. Of these
10 amounts, the Court awards \$40,625.00 as fees to Diversity Law Group, P.C., \$11,217.15 as costs to
11 Diversity Law Group, P.C., \$21,875.00 as fees Polaris Law Group, and \$62,500.00 as fees to
12 Frontier Law Center, \$10,936.15 as costs to Frontier Law Center. Class Counsel shall not be
13 entitled to any other award of attorneys' fees or costs in any way connected with this Action. The
14 Court also hereby approves a Service Award/General Release Payment to each of the Named
15 Plaintiffs in the amount of \$10,000.00 each. The Court approves payment to the LWDA in the
16 amount of \$ 14,062.50, and payment to the Aggrieved Employees in the amount of \$4,687.50.
17 The Court also approves the payment of claims administration expenses in the amount of
18 \$12,750.00. The Court finds and determines that these payments are fair and reasonable. The
19 Court hereby gives final approval to and orders these payments be made by the Settlement
20 Administrator in accordance with the terms of the Stipulation. The envelopes transmitting the
21 settlement distributions to Participating Class Members and Aggrieved employees shall bear the
22 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Settlement
23 Administrator shall mail a reminder postcard to any Participating Class Member whose settlement
24 distribution check has not be negotiated within 60 days after the date of mailing. If the
25 Participating Class Member is a current employee of Defendant and the prior efforts are not
26 successful, the Settlement Administrator shall arrange with the Defendant to have those
27 distributions delivered to those Participating Class Members at their place of employment. Any

1 separate appeal from the portion of this Judgment as to the Fees Award shall not operate to
2 terminate or cancel the Stipulation or otherwise affect the finality of this Judgment.

3
4 12. After administration of the Settlement has been completed in accordance with the
5 Stipulation and all amounts calculated, and in no event later than ninety (90) days after the Check
6 Stale Date, Defendant shall file a report with this Court certifying compliance with the terms of
7 the Settlement.

8
9 13. The Court finds that the Stipulation is in good faith and constitutes a fair,
10 reasonable and adequate compromise of the Released Claims.

11
12 14. If the Settlement does not become final and effective in accordance with the terms
13 of the Stipulation, resulting in the return and/or retention of the Settlement Fund to Defendant
14 consistent with the terms of the Settlement, then this Judgment and all orders entered in
15 connection herewith shall be rendered null and void and shall be vacated.

16
17 Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by
18 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
19 website – accessible only to Class Members – for a period of at least sixty (60) calendar days after
20 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

1 Dated: _____

2 _____
3 THE HONORABLE HAROLD W. HOPP
4 JUDGE OF THE SUPERIOR COURT
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28